



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

John Wicker, Director

Norma E. Garcia, Chief Deputy Director

November 15, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 November 15, 2016

LORI GLASGOW
EXECUTIVE OFFICER

**APPROVAL OF A LANDSCAPE AND GROUND MAINTENANCE SERVICES CONTRACT WITH
CONEJO CREST LANDSCAPE, INC.
FOR THE LOS ANGELES COUNTY ARBORETUM AND BOTANIC GARDEN
(SUPERVISORIAL DISTRICT 5) (3 VOTES)**

SUBJECT

Approval of the recommended actions will allow the Department of Parks and Recreation to award a Landscape and Ground Maintenance Services Contract to Conejo Crest Landscape, Inc. for the Los Angeles County Arboretum and Botanic Garden.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the approval of the Landscape and Ground Maintenance Services Contract with Conejo Crest Landscape, Inc. is categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the Contract.
2. Find that the recommended Landscape and Ground Maintenance Services Contract can be more economically performed by an independent contractor than by County of Los Angeles employees for the Los Angeles County Arboretum and Botanic Garden.
3. Approve and instruct the Chair to sign a Landscape and Ground Maintenance Services Contract with Conejo Crest Landscape, Inc. for the Los Angeles County Arboretum, for an annual base Contract cost of \$174,324, for a term of five (5) years with three (3) one-year renewal options, for a maximum potential term of eight (8) years, and an anticipated total maximum Contract cost of \$1,394,592, effective December 1, 2016. This amount does not include the Cost of Living Adjustments, if any, to be exercised by the Director of the Department of Parks and Recreation.

4. Authorize the Director of the Department of Parks and Recreation to exercise three (3) contract renewal options, annually, if in the opinion of the Director, the Contractor has successfully performed the previous contract period and the services are still required and remain cost effective. Such renewal may include a Cost of Living Adjustment, per option year, subject to approval by the Chief Executive Office.

5. Authorize the Director of the Department of Parks and Recreation to increase the Los Angeles County Arboretum and Botanic Garden, Landscape and Ground Maintenance Services Contract cost by ten percent (10%), as needed, during each contract year, totaling up to \$17,432, as a contingency amount, for unforeseen services/emergencies and/or additional work within the scope of the contract, which could increase the total annual contract amount to a maximum of \$191,756.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended Contract is for landscape and ground maintenance services for the Los Angeles County Arboretum and Botanic Garden, which expires on November 30, 2016. The private sector has been providing landscape and ground maintenance services for the Los Angeles County Arboretum since November 1986. This is part of the continuing effort on behalf of the Department of Parks and Recreation (Department) to provide the best possible service to the public in a cost-effective manner.

The Department's cost analysis shows that services can be performed more economically by an independent Contractor (Attachments I, II, III). The proposed contracted services will enable the Department to continue to provide landscape and ground maintenance services at the present service level, which will ensure patrons enjoyment of the Los Angeles County Arboretum and Botanic Garden, upon expiration of the current term extension, resulting in continued savings to the County of Los Angeles (County).

Implementation of Strategic Plan Goals

The recommended Contract will further the County's Strategic Plan Goals of Operational Effectiveness/Fiscal Sustainability (Goal 1), by maximizing the effectiveness of landscape and ground maintenance services, structure and operations to support timely delivery of customer-oriented and efficient public services. In addition, it will provide Community Support and Responsiveness (Goal 2), by strengthening and enhancing the County's capacity to sustain essential County services through proactive and prudent fiscal policies and stewardship.

FISCAL IMPACT/FINANCING

In accordance with County policy, the Contract contains a Cost of Living Adjustment (COLA) provision, based on an annual rate, as determined by the Chief Executive Office (CEO), whereby the Director of Parks and Recreation (Director), at his sole discretion, may increase the Contractor's compensation during the option years. The COLA rate is capped at the lesser of the most recently published percentage change in the Bureau of Labor Statistics, Los Angeles-Riverside-Orange County, Consumer Price Index for Urban Consumers for the 12-month period preceding the Contract anniversary date; or the general salary movement percentage for County employees for the 12-month period preceding the prior July 1st.

The decision to include the COLA is based on the Department's experience that the Contractor may

incur an increase in costs, such as insurance premiums, fuel, etc., during the option years, which could impact its performance. As a result, this provision allows the Director to review cost information, during the option years, to determine if the COLA is justified, subject to approval by the CEO. The Department will comply with the newly adopted Board policy to exclude the cost of labor from the base upon which a COLA is calculated, unless the Contractor can show that its labor cost will actually increase.

The Proposition A cost analysis indicates that the recommended Contract for landscape and ground maintenance services can be performed more economically by the private sector (Attachments I, II, III). The total County cost to provide landscape and ground maintenance services at the Los Angeles County Arboretum and Botanic Garden, by County staff would be \$448,456, annually. The recommended Contractor's direct cost to perform similar services is \$174,324, annually. This reflects an annual savings of \$274,132.

The following are the recommended potential maximum Contract costs for:

- Initial term of five years; \$871,620.
- Initial term of five years, plus the three option years; \$1,394,592.
- Initial term, plus the three option years, plus the annual 10 percent (10%) contingency; \$1,534,051.

The Department will not request that the Contractor perform services that will exceed the approved maximum Contract amount, which may include the ten percent (10%) contingency fee or COLA increase, without the prior approval of the Board.

OPERATING BUDGET IMPACT

The recommended Contract will increase the current annual base Contract cost by \$34,347 from \$139,977 to \$174,324. Sufficient funding is included in the Department's Operating Budget for this increase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Proposition A cost analysis indicates that the recommended landscape and ground maintenance services can be performed more economically by the private sector. (Attachments I, II and III).

The Contractor has agreed to comply with the County's Living Wage Program and Proposition A requirements. The Contract complies with all of the requirements of the Los Angeles County Code, Section 2.201 and Chapter 2.121.

In compliance with the provisions of Los Angeles County Code Sections 2.121.250, through 2.121.420, the Department solicited proposals from private contractors for landscape and ground maintenance services for the Los Angeles County Arboretum and Botanic Garden.

The mandatory requirements for contracting, as identified in Section 2.121.380 of the County Code, have been met.

The Proposition A cost analysis was performed internally, using the guidelines and methodologies consistent with the Auditor-Controller procedures.

The award of this Contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. This Contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited

to: County's Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs, Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for Contract termination or renegotiation.

The California State Department of Industrial Relations, Division of Labor Standards Enforcement, has returned its report indicating no negative information on the Contractor.

The County maintains databases that track and monitor Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option. No negative information was found for this Contractor.

The Contractor has executed the attached Contract and will provide the required insurance policies prior to the start of this Contract naming the County and the Department as additional insured.

County Counsel has approved the Contract as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed approval of the Landscape and Ground Maintenance Services Contract with Conejo Crest Landscape, Inc. is categorically exempt from the California Environmental Quality Act (CEQA). The Contract, which consists of landscape and ground maintenance services for the Los Angeles County Arboretum and Botanic Garden, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (h) of the State CEQA Guidelines and Class 1(j) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the proposed Contract provides for the maintenance of existing landscaping at an existing facility involving negligible or no expansion of use.

CONTRACTING PROCESS

On February 29, 2016, the Department posted the solicitation for landscape and ground maintenance services with a notice for Request for Proposals (RFP) on the County's "Doing Business with Us" website and included a link to download the solicitation package and bilingual instructions on how to contact the Department regarding this RFP. Attachment IV is a listing of Contractors who are registered for landscape and ground/park maintenance services on the County's website and whom received notification of this project. Prospective Contractors were additionally solicited by placing a legal ad in the Daily News, a newspaper of general circulation on March 15, 2016.

On March 28, 2016, five (5) companies attended the Mandatory Proposers' Conference held at the

Los Angeles County Arboretum and Botanic Garden and it was immediately followed by the mandatory site visit. On April 11, 2016, the Department received four (4) proposals. The proposals were reviewed to ensure compliance with mandatory minimum requirements outlined in the RFP. Three (3) of the four (4) proposals met the mandatory requirements and were evaluated by an Evaluation Committee.

The Evaluation Committee consisted of three (3) Department employees. The Evaluation Committee reviewed each proposal for business experience, qualifications, staffing plan requirements, compliance with the Living Wage Program requirements, quality control plan and the ability to accomplish the required landscape and ground maintenance services.

Based on the evaluation of the proposals, it is recommended that this Contract be awarded to the incumbent, Conejo Crest Landscape, Inc., the highest-rated, most responsive, and responsible proposal as recommended above.

Attachment V reflects the Contractor's minority participation. It should be noted that upon final analysis and award, the Contractor was selected without regard to gender, race, creed, or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this Contract will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. In addition, the County has determined that it has alternative resources available in the event of a default. This Contract will not result in the displacement of any County personnel, as these services are currently being performed by the private sector. Therefore, there will be no negative impact to existing staff or service levels.

CONCLUSION

It is requested that two (2) adopted copies of the action taken by your Board and two (2) fully executed copies of the attached Agreement be forwarded to the Department of Parks and Recreation.

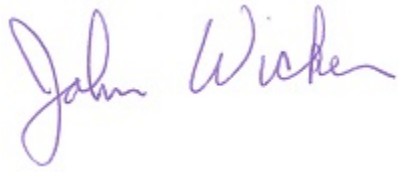
Should you have any questions please contact Alen Akopyan at (626) 821-4611 or aakopyan@parks.lacounty.gov or Robert Maycumber at (213) 368-5822 or bmaycumber@parks.lacounty.gov; Aram Pirjanian at (213) 738-2844 or apirjanian@parks.lacounty.gov, or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

The Honorable Board of Supervisors

11/15/2016

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Respectfully submitted,

A handwritten signature in purple ink that reads "John Wicker". The signature is written in a cursive, flowing style.

JOHN WICKER

Director

JW:NEG:RM

IS:AA:rc

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**County's Estimated Avoidable Costs Compared to Contractor's
for LA County Arboretum and Botanic Garden Landscape Ground and Landscape
Maintenance Services**

COUNTY COST

DIRECT

Salaries

Position	Salaries & Employee Benefits ⁽¹⁾	No. of Positions ⁽²⁾	No of Months	Total
Grounds Maintenance Supervisor	6,958.60	1.00	12	\$ 83,835.15
Senior Grounds Maintenance Worker	6,212.60	0.00	12	\$ -
Ground Maintenance Worker II	5,634.25	1.18	12	\$ 79,858.56
Grounds Maintenance Worker I	5,037.62	3.54	12	\$ 214,205.99
Irrigation & Lawn Sprinkler Fitter	7,462.53	0.00	12	\$ -
Agriculture Chemical Sprayer	7,511.24	0.06	12	\$ 5,323.13
Custodian	4,198.08	0.00	12	\$ -
Light Tractor Operator	6,091.85	0.24	12	\$ 17,850.05
		5.03		\$ 401,072.89

1. 5th Step Variance @ 24.1221%

2. Positions reflect annual hours @ 1760

Vehicle Usage/Fixed Assets ⁽³⁾	No. of Units	No. of Miles/Hrs	Cost Per Mile/Hour	Total
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Vehicle/Equipment Usage

1 Ton Dual Crew Cab Truck (___miles/week)	0	-	0.6891	\$ -
3/4 ton crew cab (___miles/week)	1	2,652.00	0.6433	\$ 1,706.03
1/2 ton truck (___miles/week)	0	-	0.5029	\$ -
Landscape trailer	0	-	0	\$ -
				\$ 1,706.03

Fixed Assets (Amortized 8 years)

1 Ton Dual Crew Cab Pick-up Truck	0			\$ -
3/4 ton crew cab	0			\$ -
1/2 ton truck	1			\$ 3,128.13
Landscape Equipment Trailer	0			\$ -
Toro 5900 Diesel Mower	1			\$ 11,005.83
Toro 3280D (72") Diesel Mower	1			\$ 2,790.50
				\$ 16,924.25

Services & Supplies

Equipment Supplies	\$ 369.00
Grounds Maintenance	\$ 23,264.77
Mowing Supplies	\$ 5,118.70
	\$ 28,752.47

Total Services and Supplies/Equipment **\$ 47,382.75**

Indirect Costs

Avoidable Overhead Contract Admin.	\$ -
Avoidable Overhead Agency Admin.	\$ -
	\$ -

TOTAL ESTIMATED COUNTY AVOIDABLE COSTS⁽⁴⁾

\$ 448,455.64

3. Equipment costs includes the use of a (2) 1/2-ton & (2) 3/4-ton F44 L-Series with rates of \$0.5029 & \$0.6433 per mile

4. County's cost to provide the level of service proposed in the RFP

CONTRACTING COSTS

CONTRACTOR'S DIRECT COST

Employee Salaries and Benefits	\$ -
Services & Supplies and Equipment	\$ -
Overhead	\$ -
Profit	\$ -
TOTAL CONTRACTOR'S COST⁽⁵⁾	\$ -

COUNTY INDIRECT COST⁽⁶⁾

Unavoidable Overhead Contract Admin.	\$8,825 x 1=	\$ -
Unavoidable Overhead Agency Admin.	\$41,508 x 1=	\$ -
TOTAL COUNTY INDIRECT COST		\$ -

TOTAL CONTRACTING COST (direct cost + indirect cost)

\$0.00

**ESTIMATED SAVINGS FROM CONTRACTING (TOTAL
ESTIMATED COUNTY AVOIDABLE COSTS LESS TOTAL**

\$448,455.64

5. Contractors bid on the RFP

6. Indirect costs includes monitoring by County field staff

Conejo Crest's Landscaping, Inc. Proposed Costs by Category
for Ground and Landscape Maintenance of LA County Arboretum and Botanic Garden

Employee Salaries and Benefits

<u>Position</u>	<u>Full-Time Equivalent</u>	<u>Annual Hours</u>	<u>Hourly Rate</u>	<u>TOTAL</u>
Foreman	1.00	2,080	\$15.00	\$31,200.00
Gardners	2.00	4,160	\$14.00	\$58,240.00
Irrigation Technician	0.20	412.50	\$16.00	\$6,600.00
Accounting Manager	0.10	205.30	\$20.00	\$4,106.00
Total	3.30	6,858		\$100,146.00
Employee Benefits				<u>\$1,548.00</u>

Total Employee Salaries and Benefits **\$101,694.00**

Services, Supplies, and Equipment

Equipment: Trucks, Mowers, Miscellaneous Hand tools, Ladders, Hoses	\$3,060.00
Supplies: Fuel, Trash bags, Cleaning Supplies, Round-up, Fertilizer	\$4,704.00
Services: (Trash pick up, Waste management, Pruning)	<u>\$10,800.00</u>

Total Services, Supplies and Equipment **\$18,564.00**

Overhead

Insurance, (General Liability, Worker's Comp, Auto, Umbrella)	\$4,542.00
Employee Taxes (Social Security, Medicare, State Disability)	<u>\$23,380.32</u>
Total Insurance/Employee Taxes	\$27,922.32

Administrative: (Accounting, Bookkeeping, Management, Office Equipment, Utilities, Telephone)	<u>\$10,296.00</u>
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Total Overhead **\$38,218.32**

Profit \$15,847.68

Total Profit **\$15,847.68**

TOTAL CONTRACTOR'S COSTS **\$174,324.00**

**Schedule of Difference Between County and Conejo Crest Landscaping Costs
by Category for Ground and Landscape Maintenance Services of LA County Arboretum and
Botanic Garden**

Costs by Category	County	Contractor	Difference	Remarks
Staffing				
Foreman		1.00	(1.00)	{A}
Gardeners		2.00	(2.00)	
Irrigation&Lawn Sprinkler Fitter		0.20	(0.20)	
Accounting Manger		0.10	(0.10)	
Ground Main. Supervisor	1.00		1.00	
Ground Main. Worker II	1.18		1.18	
Ground Main. Worker I	3.54		3.54	
Agriculture Chemical Sprayer	0.06		0.06	
Light Tractor Operator	0.24		0.24	
TOTAL	6.02	3.30	2.72	
Salary Costs	\$401,073.00	\$101,694.00	\$299,379.00	{B}
<small>(County Salaries Include 5th Step Variance of 94.1221%)</small>				
Employee Benefits	\$0.00	\$0.00	\$0.00	{C}
<small>Included with Salary Costs</small>				
Equipment, Services & Supplies	\$47,383.00	\$18,564.00	\$28,819.00	{D}
Taxes & Insurance	\$0.00	\$27,922.32	(\$27,922.32)	
Indirect Costs	\$0.00	\$10,296.00	(\$10,296.00)	{E}
TOTAL Costs (Less Profit)	\$448,456.00	\$158,476.32	\$289,979.68	
Contractor Profit	\$0.00	\$15,847.68	(\$15,847.68)	
TOTAL Costs	\$448,456.00	\$174,324.00	\$274,132.00	
Unavoidable Contracting Costs	\$0.00	\$0.00	\$0.00	
TOTAL County vs. Contracting Costs	\$448,456.00	\$174,324.00	\$274,132.00	

{A} The contractor has indicated that they can perform the services with less full-time equivalent staff since they are performing similar services in the area. The number of County positions is based on the total number of hours divided by the annual County productive hours of 1,761.

{B} The County's and contractor's salary costs are based on full-time staff as well as a percentage of staff's time. In addition, the contractor's employees are paid more than \$5 less per hour than the County items. The contractor's salary costs are approximately 57% of the contract costs.

{C} Therefore, as required by the Living Wage Ordinance, contractor will pay its hourly employees providing services under this contract no less than \$13.25 per hour. Contractor provides health care benefits.

{D} As indicated on Attachment II, the total costs for services, supplies, and equipment are approximately 11% of the contract costs.

{E} Contractor's indirect costs (overhead) are approximately 22% of the contract costs and are associated with the cost of insurance premiums, employee taxes, management, telephone, utilities, office equipment and bookkeeping. For this contract, County's indirect costs are unavoidable and are associated with contract administration and monitoring.

LIST OF VENDORS

Sub-Class #	Description
988-36	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.

Vendor ID	Company Name	Phone
16508901	A1 SERVICE SOLUTIONS INC CUSTOM AGRONOMIC SOLUTIONS, 2787 DEL MONTE ST., WEST SACRAMENTO, CA, 95691	(916) 277-8090
13576201	ABRAHAM CASTELLON 732 NORTH ELSPETH WAY, COVINA, CA, 91722-3244	(626) 488-8077
52640201	AC HORTICULTURE MANAGEMENT P.O. BOX 33311, GRANADA HILLS, CA, 91394	(818) 895-5559
11464601	ACCENT LANDSCAPE, INC. 15808 S BROADWAY, GARDENA, CA, 90248	(310) 324-1706
15503901	ACCESS PACIFIC, INC. 28 N. MARENGO AVENUE, PASADENA, CA, 91101	(626) 792-0616
13353401	ALD LANDSCAPE & MAINTENANCE 1350 W 228TH ST. #6, TORRANCE, CA, 90501	(310) 834-5768
14518501	ALPHA SCAPES, INC ALPHA LANDSCAPE, 42529 8TH STREET EAST, LANCASTER, CA, 93535-5237	(861) 940-1670
14634701	AMERICAN CAPITAL ACQUISITIONS 15937 FREMONT AVE. ADELANTO, CA, 92301	(310) 622-4447
15545101	AMERICAN FAMILY HOUSING PINE HILL LANDSCAPING 7162 KERMORE LANE, STANTON, CA, 90080	(714) 229-0585
50873801	AMERICAN GOLF CORPORATION DIAMOND BAR GOLF COURSE, 22751 GOLDEN SPRINGS DR., DIAMOND BAR, CA, 91765-2218	(909) 861-5757
50873802	AMERICAN GOLF CORPORATION 2951 28TH STREET, SANTA MONICA, CA, 90405	(310) 503-9026
50873803	AMERICAN GOLF CORPORATION 27943 VIA DEL AGUA, LAGUNA NIGUEL, CA, 92677-7354	(916) 715-1494
50873804	AMERICAN GOLF CORPORATION CHESTER WASHINGTON GOLF COURSE, 1830 W 120TH STREET, LOS ANGELES, CA, 90047	(916) 715-1494
50873805	AMERICAN GOLF CORPORATION MAGGIE HATHAWAY GOLF COURSE, 9837 S. WESTERN AVENUE, LOS ANGELES, CA, 90047	N/A
50873806	AMERICAN GOLF CORPORATION KNOLLWOOD COUNTRY CLUB, 12040 BALBOA BLVD., GRANADA HILLS, CA, 91344	(818) 360-2101
50873807	AMERICAN GOLF CORPORATION LA MIRADA GOLF COURSE, 15501 E. ALICANTE ROAD, LA MIRADA, CA, 90839	N/A
50873808	AMERICAN GOLF CORPORATION LAKEWOOD COUNTRY CLUB, 3101 CARSON STREET LAKEWOOD, CA, 90712	(562) 421-0550
50873809	AMERICAN GOLF CORPORATION LOS VERDES GOLF COURSE, 7000 W. LOS VERDES DRIVE, RANCHO PALOS VERDES, CA, 90275	N/A
50873810	AMERICAN GOLF CORPORATION MOUNTAIN MEADOWS GOLF COURSE, 1875 FAIRPLEX DRIVE, POMONA, CA, 91768	N/A
50873811	AMERICAN GOLF CORPORATION BROOKSIDE GOLF CLUB, 1133 N ROSEMONT AVE, PASADENA, CA, 91103	(626) 577-4497 Ext:226
15358901	AMERICAN HERITAGE LANDSCAPE LP 7013 OWENSMOUTH AVENUE, CANOGA PARK, CA, 91303	(818) 999-2041 Ext:252
15358902	AMERICAN HERITAGE LANDSCAPE LP AMERICAN HERITAGE GROWERS, 7013 OWENSMOUTH AVE, CANOGA PARK, CA, 91303	(818) 999-2041 Ext:254

Vendor ID	Company Name	Phone
15017201	AMERICAN LANDSCAPE, INC. 7949 DEERING AVENUE., CANOGA PARK, CA, 91304	(818) 999-2041
15017202	AMERICAN LANDSCAPE, INC. 7013 OWENSMOUTH AVE, CANOGA PARK, CA, 91303	(818) 999-2041
16001601	AZTEC LANDSCAPING, INC. 7980 LEMON GROVE WAY, LEMON GROVE, CA, 91845	(619) 484-3303 Ext. 110
04916501	AZTECA LANDSCAPE 1027 E. ACACIA STREET. ONTARIO, CA, 91781	(909) 673-0889 Ext:101
15542901	BAG SNAGGERS, INC. 101 74TH STREET, SUITE 4, NORTH BERGEN, NJ, 07047-5894	(201) 854-7483
10502201	BECHTEL PROPERTY SERVICES, INC. 20724 PALOMAR ST., WILDOMAR, CA, 92595-9274	(951) 245-2778
05416401	BENNETT ENTERPRISES INC BENNETT LANDSCAPE, 25889 BELLE PORTE AVENUE, HARBOR CITY, CA, 90710	(310) 534-3543 Ext:107
05416402	BENNETT ENTERPRISES INC 25889 BELLE PORTE AVE., HARBOR CITY, CA, 90710-3393	(310) 534-3543
14697301	BIG STAR MAINTENANCE 301 S. NEW AVE., MONTEREY PARK, CA, 91756	(626) 573-8487
14905301	BLACKSTONE CONSULTING, INC. 11726 SAN VICENTE BLVD., SUITE 550, LOS ANGELES, CA, 90049	(310) 826-4389
16477201	BLSD INC BEST LANDSCAPING, 2101 W MONTEREY AVE, BURBANK, CA, 91506	(619) 335-7500
15595801	BMC LANDSCAPE MANAGEMENT INC 13438 HALDALE AVE, GARDENA, CA, 90249	(323) 770-2440
15145801	BRANDON'S LANDSCAPES INC 24 W MIRA MONTE AVE UNIT C, SIERRA MADRE, CA, 91024	(626) 836-7703
13276101	BRIGADIER CORP. 915 W. FOOTHILL BL. #C-403, CLAREMONT, CA, 91711	(951) 805-3005
51433701	CACHO LANDSCAPE 711 TRUMAN ST, SAN FERNANDO, CA, 91340	(818) 365-0773
50918101	CAL ARBORIST COMPLETE TREE CARE INC 14058 LAMBERT RD, WHITTIER, CA, 90605	(562) 698-3280
51988101	CALIFORNIA CONSERVATION CORPS 11401 BLOOMFIELD AVE., BOX 9, NORWALK, CA, 90650-2015	(213) 744-2254
51988103	CALIFORNIA CONSERVATION CORPS 1719 24TH ST., SACRAMENTO, CA, 95816-7114	(916) 341-3122
0531400*	CAM SERVICES 5664 SELMARINE DR., CUIVER CITY, CA, 90230-6120	(310) 390-3552 Ext:31
15026601	CAMPESINOLANDSCAPEINC. 13023 THICKET PL, CORONA, CA, 92883	(951) 674-6600
16039501	CASA VERDE LANDSCAPE MAINTENANCE CORPORATION 7090 ARCHIBALD AVE, ALTA LOMA, CA, 91701	(909) 483-2494
16124701	CASTANEDA'S TREE TRIMMING 8955 GREENWOOD AVE, SAN GABRIEL, CA, 91775	(626) 831-1258
16717401	CBJ BUILDING MAINTENANCE P.O. BOX 1778, DANVILLE, CA, 94526	(510) 755-4279
16277901	CHARLES T ANDREWS CTAI PACIFIC GREENSCAPE, 23520 KETTLE RD, MURRIETA, CA, 92562-4707	(951) 453-3519
1484300*	CONEJO CREST LANDSCAPE 16435 HART ST., VAN NUYS, CA, 91406	(818) 988-9698
16532201	CONTRACTORS ALLIANCE, INC. 5842 EDINGER AVE, STE 113-239, HUNTINGTON BEACH, CA, 92649	(562) 215-0901
11166301	CREATIVE CONCEPTS LANDSCAPE 4118 LA CRESCENTA AVE., LA CRESCENTA, CA, 91214-3809	(818) 248-7436

Vendor ID	Company Name	Phone
50649201	CUT N EDGE INC PO BOX 4457, VALLEY VILLAGE, CA, 91617-0457	(818) 769-8948
14196001	DAN WISHARD 14971 FOOTHILL BLVD, SYLMAR, CA, 91342	(818) 833-1231
16086301	DANA HASSON 13124 MAGNOLIA AVE, CHINO, CA, 91710	(714) 240-8175
14020801	DANIEL B BROWN 5116 W. AVE. L-8, LANCASTER, CA, 93534	(661) 943-4654
10296101	DANIEL DELGADILLO PO BOX 787, POMONA, CA, 91769-0787	(909) 464-8024
14822501	DIVERSIFIED LANDSCAPE 33801 WASHINGTON STREET, WINCHESTER, CA, 92596	(951) 926-7444
35109901	DIVERSIFIED MAINTENANCE 417 E HUNTINGTON DRIVE, MONROVIA, CA, 91016	(626) 305-8500
14195401	DOUGLAS L RICHAN 23870 PINE STREET, NEWHALL, CA, 91321	(861) 255-3119
14684501	ECOLOGICAL LLC 7223 #B CANOGA AVE, CANOGA PARK, CA, 91303	(818) 845-8100
13108001	EDGAR N ROBLEDO P.O. BOX 1862, GLENDORA, CA, 91740	(626) 483-7312
14698501	ELITE LANDSCAPING, INC. 2972 LARKIN AVE, CLOVIS, CA, 93612	(559) 292-7760 Ext 13
04894901	ENVIRONMENTAL MAINTENANCE CO 10950 SOUTH CENTRAL AVENUE, LOS ANGELES, CA, 90059	(323) 563-5642
15689501	EQUERY INC ECCONO TREE CARE, 15332 ANTIOCH ST. #115, PACIFIC PALISADES, CA, 90277	(310) 980-1956
13123601	ERIC W PIVOVAROFF 16202 ALPINE PLACE, LA MIRADA, CA, 90638	(562) 882-3743
14647801	ERIC WHIPP 144 W. ALLEN AVE, SAN DIMAS, CA, 91773	(909) 773-8676
16347601	FAIRWAY LANDSCAPE & IRRIGATION INC. 4223 ALAMO STREET, RIVERSIDE, CA, 92501	(951) 778-4142
05188101	FAR-EAST LANDSCAPE & MAINTENANCE INC 27118 COLEBROOK PL, VALENCIA, CA, 91354	(661) 297-0918
05188102	FAR-EAST LANDSCAPE & MAINTENANCE INC 146 RAILROAD AVE., MONROVIA, CA, 91016-4847	(805) 297-0918
05188103	FAR-EAST LANDSCAPE & MAINTENANCE INC PO BOX 950351, MISSION HILLS, CA, 91395-0351	(800) 887-3227
05411101	FELIX MIRAMONTEZ 24885 SAN FERNANDO RD., UNIT. B., NEWHALL, CA, 91321-1513	(561) 255-9227
16502301	FRANK MANQUEROS PO BOX 3598, . BIG BEAR LAKE, CA, 92315-3598	(909) 584-8645
11642301	FRANK MATTISON 43759 15TH ST. W., STE. 217, LANCASTER, CA, 93534-4754	(661) 940-6089
11632001	FYR LANDSCAPING, INC. DBA 612 SOUTH MYRTLE AVENUE, SUITE 100, MONROVIA, CA, 91016	(818) 679-7742
15876101	GARY RIPLING 24071 REGENTS PARK CIRCLE, VALENCIA, CA, 91355	(661) 808-4006
02700201	GENERAL SECURITY SERVICE INC 14009 CRENSHAW BLVD., # D, HAWTHORNE, CA, 90250-7816	(323) 772-7377
16605801	GEORGE I HAVAI 7013 OWENSMOUTH AVE, CANOGA PARK, CA, 91303	(818) 999-2045 Ext 215
13909001	GARMONY, INC. PO BOX 3333, SAN DIMAS, CA, 91773	(626) 633-6620

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15679301	GOLDEN WEST ARBOR SERVICES INC 1568 E. GRAND AVENUE, POMONA, CA, 91766	(909) 623-8226
13082901	GOMEZ LANDSCAPE DESIGN 23932 CLARINGTON DR., WEST HILLS, CA, 91304	(818) 535-4654
10489601	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA 342 N SAN FERNANDO RD, LOS ANGELES, CA, 90031-1730	(818) 782-2520 Ext 200
10489602	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA 14565 LANARK ST., PANORAMA CITY, CA, 91402-4903	(323) 997-3086
10489603	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA 342 N SAN FERNANDO RD, LOS ANGELES, CA, 91307	(626) 222-6879
10489604	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA 342 SAN FERNANDO RD, WCD DEPARTMENT, LOS ANGELES, CA, 90031-1730	(323) 223-1211 Ext 2165
51387001	GRANDVIEW TREE SURGERY CO 819 S. MAGNOLIA AVE., STE. D, MONROVIA, CA, 91016-6831	(826) 358-7875
14328901	GREEN LEAF GTH 5632 VAN NUYS BLVD SUITE 485, VAN NUYS, CA, 91401	(818) 788-1235
15386001	GREENTECH LANDSCAPE INC 13560 E TELEGRAPH RD, WHITTIER, CA, 90605	(562) 360-4000
51754901	GROUNDWORKS LANDSCAPE INC 111 EAST 220TH ST, CARSON, CA, 90745	(310) 518-6267
50909601	GUS MARQUEZ 13128 TELEGRAPH RD., STE. G1, SANTA FE SPRINGS, CA, 90670-8638	(562) 777-1962
15091901	HARMIN SERVICES NO 1 INC HART EMPLOYMENT SERVICES, 220 SO KENWOOD ST STE 320, GLENDALE, CA, 91205	(626) 405-0778
14632101	HB DIAMOND SERVICES, INC. 29773 GIFHORN ROAD, MENIFEE, CA, 92584-8615	(888) 208-3220
15042301	HUNT IRRIGATION INC 2600 WEST L STREET, LINCOLN, NE, 68522	(402) 438-8151
14415201	ICI'S LANDSCAPE SERVICES 313 S ANDRES PLACE, SANTA ANA, CA, 92704	(714) 418-1867
11617401	ISS GROUNDS CONTROL INC 23236 LYONS AVE STE. 209, NEWHALL, CA, 91321	(861) 259-9067
10125201	J. OROZCO ENTERPRISES, INC. OROZCO LANDSCAPE AND TREE COMPANY, 1419 EAST END AVENUE, POMONA, CA, 91766	(909) 623-8787
10125202	J. OROZCO ENTERPRISES, INC. 11194 PIPELINE AVE., POMONA, CA, 91766-4056	(909) 623-8787
16687701	JAIME SANCHEZ 17112 LANARK ST, LAKE BALBOA, CA, 91406	(818) 610-9999
15391201	JIMMIE'S TREE SERVICE 6773 OLIVE AVE, LONG BEACH, CA, 90805	(562) 423-6202
15385901	JMJ INTNL. GREENFIELD LANDSCAPING & MAINT 3129 S. HACIENDA BLVD, SUITE # 384, HACIENDA HEIGHTS, CA, 91745	(626) 926-2221
15110901	JN LANDSCAPING & MAINTENANCE 12335 SANTA MONICA BLVD STE 301, LOS ANGELES, CA, 90025	(310) 577-8378
50886701	JOHN GARDNER 10552 CHESTNUT AVE., STANTON, CA, 90680-2441	(714) 527-6830
11373501	JOHNSON CONTROLS INC 7315 N. ATLANTIC AVE., CAPE CANAVERAL, FL, 32920-3721	(321) 784-7708
12928301	JOSE TORIBIO 1638 SUNFLOWER AVE, GLENDORA, CA, 91740	(626) 230-4532
13976401	JOSUA D POWERS 6026 VIA MONTANEZ, CAMARILLO, CA, 93012	(805) 205-4509

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12918801	JUAN MUNOZ JM LANDSCAPING, P.O. BOX 2073, BURBANK, CA, 91507	(818) 621-2839
15915701	KAREN BRAGG 4830 SOUTH CRENSHAW BLVD, LOS ANGELES, CA, 90043	(323) 299-3710
15249401	KARRY R WENDEL CLEAN CUT LANDSCAPE, 8406 N. ARMSTRONG, CLOVIS, CA, 93619	(559) 322-2041
11207201	KATRINA MOSS PO BOX 5795, BEVERLY HILLS, CA, 90209-5795	(310) 712-2684
13992901	KEITH B YORK 8255 JOHNSON LANE, GRANITE BAY, CA, 95746	(916) 797-4020
50551601	L. BARRIOS & ASSOCIATES, INC. 302 E. FOOTHILL BLVD., STE. 101, SAN DIMAS, CA, 91773-1259	(909) 592-5893
15678001	LA LOMA DEVELOPMENT COMPANY 556 S. FAIR OAKS AVE, SUITE 101 #323, PASADENA, CA, 91105	(826) 421-6185
15678002	LA LOMA DEVELOPMENT COMPANY 1355 LINCOLN AVENUE, PASADENA, CA, 91103	(826) 421-6185
13104101	LAND CREATIONS 15267 COBALT ST, SYLMAR, CA, 91342	(818) 833-7172
15112401	LAND MECHANICS, INC. PO BOX 17521, ANAHEIM, CA, 92817-7521	(714) 516-9555
13081901	LANDSCAPE ASSOCIATES INC 16251 N. FILBERT STREET, SYLMAR, CA, 91342	(818) 891-0398
14380701	LANDSCAPE CONSERVATION SOLUTIONS INC, PO BOX 12700, WESTMINSTER, CA, 92685	(949) 292-5668
13926201	LEANNE DAVID 2821 E. WHITE STAR AVE., UNIT A, ANAHEIM, CA, 92806	(714) 271-8314
10955601	LIMCO 412 DE LA VINA ST., SANTA BARBARA, CA, 93101-3418	(805) 884-4648
14533701	LNL CORPORATION 2183 FAIRVIEW ROAD STE 218, COSTA MESA, CA, 92627	(949) 648-7441 Ext:101
16225801	LOS ANGELES INFRASTRUCTURE ACADEMY 700 N. ALAMEDA ST FL 4 #570, LOS ANGELES, CA, 90012	(213) 687-0781 Ext:1
15381701	LOS GATOS INC. 3026 HALLADAY ST. SANTA ANA, CA, 92705	(714) 546-0681
16613301	LUPE PEREZ GREEN SPLENDOR LANDSCAPING, INC., 1963 SANTA ROSA AVE., PASADENA, CA, 91104	(626) 710-2227
13131001	MANUEL G GONZALEZ 1436 ORCHARD ST. #A, SANTA PAULA, CA, 93080	(805) 797-2525
15758201	MARCELLO R MOSCOZO 19685 E GOLDEN BOUGH DR., COVINA, CA, 91724	(826) 484-5046
15322801	MARIA MUNOZ 15735 MAPLEGROVE ST, LA PUENTE, CA, 91744	(826) 917-4321
14507401	MARINA LANDSCAPE, INC. 1900 S. LEWIS STREET, ANAHEIM, CA, 92805	(949) 614-9148
50312901	MARIPOSA LANDSCAPES, INC. 15529 ARROW HWY., IRVINDALE, CA, 91708-2002	(626) 960-0196
16900401	MARK L PELLETIER 25401 PARKWOOD LN, SANTA CLARITA, CA, 91350	(661) 312-8452
16916401	MARK L PELLETIER PELLETIER BRUSH CLEARANCE & TREE SERVICE, 25401 PARKWOOD LN, SANTA CLARITA, CA, 91350	(661) 312-8452
05148401	MARTINEZ LANDSCAPING CO INC 14882 RYAN ST., SYLMAR, CA, 91342-3958	(818) 364-9188

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05148402	MARTINEZ LANDSCAPING CO INC 14862 RYAN ST., SYLMAR, CA, 91342-3958	(818) 364-9168
15220501	MERCHANTS LANDSCAPE 11220 1/2 PEORIA ST. SUN VALLEY, CA, 91352	(714) 972-8200
16178201	MERIAM DJELIDI PO BOX 1803, AVALON, CA, 90704	(310) 701-5387
03162201	MIDORI GARDENS 3231 S. MAIN STREET, SANTA ANA, CA, 92707	(714) 751-8792
16331201	MIHYUN NO I CARPET & UPHOLSTERY CLEANING, 3921 WILSHIRE BLVD., LOS ANGELES, CA, 90010	(323) 534-5012
15228201	MILLENNIUM MAINTENANCE SYSTEMS 26007 HUNTINGTON LANE STE 11, VALENCIA, CA, 91355	(661) 645-7199
52357701	MUNOZ LANDSCAPE INC MONICA'S NURSERY, 286 CLOVERLEAF DR, BALDWIN PARK, CA, 91706-6505	(626) 369-8097
10434401	NATURE'S IMAGE, INC. 20351 HERMANA CIRCLE, LAKE FOREST, CA, 92630	(949) 705-5800 Ext.114
10847701	NEW GENERATION 16042 BASSETT ST., VAN NUYS, CA, 91406-4805	(818) 909-9298
15524201	NEW IMAGE LANDSCAPING INC. 554 PRESCOTT ST., PASADENA, CA, 91104	(626) 421-6270
15092401	NICK ANDERSON 1003 SPRINGOAK WAY, STOCKTON, CA, 95209	(209) 565-2845
14952901	NMS MANAGEMENT, INC. 155 WEST 35TH STREET, SUITE A, NATIONAL CITY, CA, 91950	(619) 425-0440
13161001	NOON PRODUCTIONS, LLC P. O. BOX 8028/4, SANTA CLARITA, CA, 91380	(661) 313-4227
16350101	NORVELL THOMAS 1652 N HOOVER ST, LOS ANGELES, CA, 90027	(323) 309-9937
14525101	OAK SPRINGS NURSERY INC P.O. BOX 922906, SYLMAR, CA, 91342	(818) 367-5632
13339701	OAKRIDGE LANDSCAPE INC 28064 AVENUE STANFORD UNIT K, VALENCIA, CA, 91355	(661) 295-7228
15279801	OC SEVEN INC PRUNIN ARBORICULTURE & MAINT, 23052 ALICIA PKWY H-218, MISSION VIEJO, CA, 92692	(714) 822-3982
15434701	ORBITAL MAINTENANCE AND CONSTRUCTION, INC. P. O. BOX 2342, CULVER CITY, CA 90231, 7417 W. 82ND ST., WESTCHESTER, CA, 90045-2307	(310) 710-6028
11090301	PANAMERICAN LANDSCAPING 11261 BLIX STREET, NORTH HOLLYWOOD, CA, 91602	(818) 535-9391
1417*101	PANTERA ENTERPRISES INC 28007 ALTA VISTA AVE, VALENCIA, CA, 91355	(213) 596-6544
50704901	PARKWOOD LANDSCAPE MAINT., INC 16443 HART ST., VAN NUYS, CA, 91406	(818) 988-9677
14845401	PBMS INC PREMIER BUILDING MAINT SERV., 1909 WILSHIRE BLVD., LOS ANGELES, CA, 90057	(213) 386-2552
14947001	PERFECT PLANTS LANDSCAPE MANAGEMENT INC., 20700 VENTURA BLVD., SUITE 234, WOODLAND HILLS, CA, 91364	(818) 981-0810
50889101	PESTMASTER SERVICES, INC. 137 E. SOUTH ST., BISHOP, CA, 93514-3545	(775) 358-5968
50889102	PESTMASTER SERVICES, INC. 42717-6TH STREET EAST, LANCASTER, CA, 93535	(775) 358-5968

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50889103	PESTMASTER SERVICES, INC. 137 E SOUTH ST., BISHOP, CA, 93514	(775) 358-5966
15299401	PINNACLE HOLDINGS GROUP DBA PINNACLE LANDSCAPE COMPANY 2200 S. FAIRVIEW ST., SANTA ANA, CA, 92704	(714) 858-8279
05171401	PLANT TERRA LANDSCAPE INC 13913 LA CASCADA CT., BAKERSFIELD, CA, 93314-8354	(661) 588-6127
14499401	POIFMA LANDSCAPE INC. 732 N. DIAMOND BAR BLVD., SUITE 110, DIAMOND BAR, CA, 91765	(909) 444-2249
02870001	POWERLAND EQUIPMENT, INC. 27943 VALLEY CENTER RD., VALLEY CENTER, CA, 92082-6547	(760) 749-1271
52514001	PREMIER BUILDING MAINTENANCE 1909 WILSHIRE BLVD, LOS ANGELES, CA, 90057	(213) 386-2552
13696801	PRIDE INDUSTRIES 10030 FOOTHILLS BLVD., ROSEVILLE, CA, 95747-7102	(916) 788-2136
13763701	QQUEST ASSET MANAGEMENT LLC 9350 SOUTH 150EAST SUITE 130, SANDY, UT, 84070	(801) 265-9500 Ext:2215
15527501	R&C TREE COMPANY 8335 WINNETKA AVE #457, WINNETKA, CA, 91306	(818) 775-1918
16403101	RALPH MOSLEY JR 2422 W 6TH STREET, SAN BERNARDINO, CA, 92410	(909) 512-2284
16461401	RAMOS LANDSCAPING, INC. 18761 CHASE STREET, NORTHRIDGE, CA, 91324	(818) 519-7079
16804601	RAYMOND EALY PO BOX 6024, ALTADENA, CA, 91003-6024	(626) 676-5123
12426901	REAL ESTATE CONSULTING & SERVICES, INC., 835 E. 1ST ST., # 418, TUSTIN, CA, 92780-3417	(714) 720-3187
01427301	REGENTS OF UC UCLA REMITTANCE CENTER, 10920 WILSHIRE BLVD, STE 107, LOS ANGELES, CA, 90024-6503	(310) 206-0265
01427302	REGENTS OF UC 10990 WILSHIRE BLVD, SUITE 1450, LOS ANGELES, CA, 90024	(310) 312-9315
01427303	REGENTS OF UC UCLA - DFH PARAMEDIC EDUCATION, 333 N. PRAIRIE AVE., INGLEWOOD, CA, 90301	(310) 680-1100
01427304	REGENTS OF UC UCLA CPHD, 1145 GAYLEY AVE STE 304, LOS ANGELES, CA, 90024	(310) 794-0864
01427305	REGENTS OF UC UCLA CAREER CENTER, 501 WESTWOOD PLAZA, LOS ANGELES, CA, 90095-1573	(310) 206-1901
01427306	REGENTS OF UC UCLA ANDERSON FORECAST, 110 WESTWOOD PLAZA STE B302 - BOX 951481, LOS ANGELES, CA, 90095-1481	(310) 825-1623
01427307	REGENTS OF UC PHOTOGRAPHIC SERVICES, 10833 LE CONTE DRIVE, 62-073 CHS, LOS ANGELES, CA, 90095	(310) 825-7725
01427308	REGENTS OF UC LIBRARY, 405 HILGARD AVENUE, LOS ANGELES, CA, 90095	(310) 206-9363
01427309	REGENTS OF UC UCLA MEDICAL CENTER, 10990 WILSHIRE BLVD SUITE 1450, LOS ANGELES, CA, 90024	(310) 267-5959
01427310	REGENTS OF UC 760 WESTWOOD PLZ, RM. B7-357, LOS ANGELES, CA, 90024-5055	(310) 794-5537
01427311	REGENTS OF UC UCLA-LOSH, 10945 LE CONTE AVE. UEBERROTH BLDG., STE 2107, LOS ANGELES, CA, 90095	(310) 794-5958
01427312	REGENTS OF UC 601 S. WOODS AVE., LOS ANGELES, CA, 90022-3221	(310) 206-8883

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01427313	REGENTS OF UC UCLA ISAP, 1640 S SEPULVEDA BLVD STE 320, LOS ANGELES, CA, 90025-7535	(310) 267-5399
01427314	REGENTS OF UC SCHOOL OF THEATER, FILM & TV, 1449 MELNITZ HALL BOX 951822, LOS ANGELES, CA, 90095-1822	(310) 267-4419
01427315	REGENTS OF UC 10920 WILSHIRE BLVD., STE 500, CONTRACTS & GRANTS ADMIN., LOS ANGELES, CA, 90024-6502	(310) 794-2838
01427316	REGENTS OF UC UCLA CENTER FOR COMMUNITY LEARNING, A265 MURPHY HALL, LOS ANGELES, CA, 90095-1571	(310) 825-7867
01427317	REGENTS OF UC SCHOOL OF LAW, PO BOX 951476, LOS ANGELES, CA, 90095-1476	(310) 206-9155
01427318	REGENTS OF UC 10945 LE CONTE AVE., STE. 2339, LOS ANGELES, CA, 90095	(310) 312-0531
01427319	REGENTS OF UC UCLA DEPT OF SURGERY DIV OF CARDIOTHORACIC, 72-131 CTR FOR THE HEALTH SCIENCE BOX 951749, LOS ANGELES, CA, 90095-6902	(310) 825-9820
01427320	REGENTS OF UC UCLA MEDICAL CENTER, FILE 2009, LOS ANGELES, CA, 90074-2009	(310) 825-8021
01427321	REGENTS OF UC JULES STEIN INST-UCLA RM 2-142, 100 STEIN PLAZA, LOS ANGELES, CA, 90095	(310) 206-6641
01427322	REGENTS OF UC UCLA CHILDRENS DENTAL CLINIC, 10833 LE CONTE AVENUE, 20-137, LOS ANGELES, CA, 90095-3075	(310) 825-5819
01427323	REGENTS OF UC UCLA MEDICAL CTR-PERINTAL UNIT, BOX 951701 14176 CHS, LOS ANGELES, CA, 90095	(213) 825-1542
01427324	REGENTS OF UC UCLA TIES FOR FAMILIES, 1000 VETERAN AVENUE, LOS ANGELES, CA, 90095-7142	(310) 794-2460
01427325	REGENTS OF UC C/O UCLA EMERGENCY MEDICINE, 924 WESTWOOD BLVD SUITE 300, LOS ANGELES, CA, 90024-1777	N/A
01427326	REGENTS OF UC DEPT OF INFORMATION STUDIES-UCLA GSEIS, BOX 951520, LOS ANGELES, CA, 90095	(310) 206-2962
01427327	REGENTS OF UC DEPARTMENT K, PO BOX 24901, LOS ANGELES, CA, 90024-0901	(310) 206-2962
01427328	REGENTS OF UC HUMANITIES SCIENCE & SOCIAL, 10885 LE CONTE AVENUE ROOM 731, LOS ANGELES, CA, 90024	N/A
01427329	REGENTS OF UC UCLA IMMUNOGENETICS CENTER, 1000 VETERAN AVE., ROOM 1-520, LOS ANGELES, CA, 90095-1652	(310) 794-4448
01427330	REGENTS OF UC UCLA-DIV OF EMERGENCY MEDICINE, BOX 951778, LOS ANGELES, CA, 90095-1778	(310) 825-4350
01427331	REGENTS OF UC 110 WESTWOOD PLAZA D304A, , LOS ANGELES, CA, 90095-1481	(310) 825-1879
01427332	REGENTS OF UC UCLA PROSTHO/MAX FAC, 10833 LE CONTE AVE A0-156B CHS, LOS ANGELES, CA, 90095	(310) 206-8775
01427333	REGENTS OF UC CA CTR FOR COMMUNITY SCHOOL PARTNERSHIP, 2020 ACADEMIC SURGE BLDG, DAVIS, CA, 95616-8729	(530) 754-6343
01427334	REGENTS OF UC UCLA TRAVEL STUDY PROGRAM, 1332 MURPHY HALL BOX 951418, LOS ANGELES, CA, 90095-1418	N/A

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01427335	REGENTS OF UC UCLA MEDICAL CENTER, 10833 LE CONTE AVENUE, LOS ANGELES, CA, 90095-1730	(310) 825-5041
01427336	REGENTS OF UC UCLA EDUCATION AND RESEARCH CTR, 650 CHARLES YOUNG DR CHS56-071, LOS ANGELES, CA, 90095	(310) 206-2304
01427337	REGENTS OF UC UCLA LABOR CENTER, 675 SOUTH PARK VIEW STREET 1ST FLOOR, LOS ANGELES, CA, 90057-3306	(213) 480-4155
01427338	REGENTS OF UC UCLA ORTHODONTIC CLINIC, PO BOX 951668, CHS 20-140, LOS ANGELES, CA, 90095-1668	(310) 825-4705
01427339	REGENTS OF UC UCLA EXTENSION PUBLIC POLICY DEPT , 10995 LE CONTE AVENUE ROOM 613, LOS ANGELES, CA, 90024	(310) 825-1545
01427340	REGENTS OF UC HOUSING ACCTS RECEIVABLE OFFICE, 360 DE NEVE DRIVE, BOX 951383, LOS ANGELES, CA, 90095	N/A
01427341	REGENTS OF UC UCLA CENTER FOR HEALTH POLICY RESEARCH, 10980 WILSHIRE BOULEVARD, SUITE 1550, LOS ANGELES, CA, 90024	(310) 794-0909
01427342	REGENTS OF UC CASHIER OFFICE, UC DAVIS, PO BOX 989062, WEST SACRAMENTO, CA, 95798-9062	(530) 757-8529
01427343	REGENTS OF UC UC DAVIS CENTER FOR HUMAN SERVICES, 1832 DAVINCI COURT, DAVIS, CA, 95616	(530) 757-8643
01427344	REGENTS OF UC LIBRARY BUSINESS SERVICES PAYMENT PROC UNIT, BOX 951575, LOS ANGELES, CA, 90095-1575	(310) 825-4055
01427345	REGENTS OF UC DEPARTMENT OF MEDICINE, 11301 WILSHIRE BLVD ROOM 3206, LOS ANGELES, CA, 90073	(310) 268-3034
01427346	REGENTS OF UC UCLA FOUNDATION, 3250 PUBLIC AFFAIRS BUILDING, LOS ANGELES, CA, 90095-1856	(310) 206-7571
01427347	REGENTS OF UC UCLA FAMILY MED/P.DOWLINGMD, 10833 LE CONTE AV 50-074 CHS, LOS ANGELES, CA, 90095-1683	(310) 825-4824
01427348	REGENTS OF UC UCLA OFFICE OF CONTRACT & GRANT ADMIN, 11000 KINROSS AVE., SUITE 102, LOS ANGELES, CA, 90095-1406	(310) 794-0819 Ext:243
01427349	REGENTS OF UC UCLA PEDIATRIC DENTISTRY, PO BOX 951668 CHS 20-137, LOS ANGELES, CA, 90095	(310) 825-8755
01427350	REGENTS OF UC HOUSING OFFICE, 3200 S. SAWTELLE BLVD, LOS ANGELES, CA, 90066	(310) 398-4692
01427351	REGENTS OF UC RONALD REAGAN UCLA MEDICAL CENTER, Box 951432, 1125 Murphy Hall, 405 Hilgard Avenue, LOS ANGELES, CA, 90095-9000	(310) 267-7529
01427352	REGENTS OF UC 1111 FRANKLIN STREET 11TH FLOOR, . OAKLAND, CA, 94607	(510) 987-9071
01427353	REGENTS OF UC 10833 LECONTE AVE., ROOM 72-125 CHS CHS, LOS ANGELES, CA, 90095-1749	(310) 206-8131
01427354	REGENTS OF UC UCLA POLICE DEPARTMENT, 11000 KINROSS AVE SUITE 104, LOS ANGELES, CA, 90024	(310) 206-8883

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01427353	REGENTS OF UC UCLA INSTITUTE OF ENVIRONMENT, 619 CHARLES E YOUNG LA KRETZ HALL STE 300, LOS ANGELES, CA, 90095-1496	(310) 825-5008
01427356	REGENTS OF UC UCLA STUDENT ACCOUNTS, 1121 MURPHY HALL, LOS ANGELES, CA, 90095	(826) 229-3634
01427357	REGENTS OF UC SCHOOL OF PUBLIC AFFAIRS, 337 CHARLES E YOUNG DR. EAST, LOS ANGELES, CA, 90095-4656	(310) 794-5152
01427358	REGENTS OF UC 760 WESTWOOD AVE, (ROOM C8-887), LOS ANGELES, CA, 90024	(310) 825-1479
01427359	REGENTS OF UC UCLA INTEGRATED SUBSTANCE ABUSE PROGRAMS, 1640 S. SEPULVEDA #200, LOS ANGELES, CA, 90025	(310) 267-5398
01427360	REGENTS OF UC 10920 WILSHIRE BOULEVARD, SUITE 300, , LOS ANGELES, CA, 90024-6502	(310) 794-3718
01427361	REGENTS OF UC UCLA REMITTANCE CNTR BOX 951432, 1125 MURPHY HALL 405 HILGARD AVENUE, LOS ANGELES, CA, 90095-9000	(310) 206-3216
01427362	REGENTS OF UC 10945 LE CONTE AVENUE, SUITE 3119, LOS ANGELES, CA, 90095-6980	(310) 267-2579
01427363	REGENTS OF UC UCLA POLICE DEPARTMENT, 601 WESTWOOD PLAZA, LOS ANGELES, CA, 90095	(310) 825-1632
01427364	REGENTS OF UC UCLA CENTRAL TICKET OFFICE, P.O. BOX 24807, LOS ANGELES, CA, 90024-0607	(310) 206-4497
01427365	REGENTS OF UC CARDIOLOGY, 10833 LE CONTE AVE 17-178 CHS / MC 690418, LOS ANGELES, CA, 90095	(310) 794-1844
01427366	REGENTS OF UC RONALD REAGAN UCLA MEDICAL CENTER, 10920 WILSHIRE BLVD STE 1700, LOS ANGELES, CA, 90024-6502	(310) 794-8401
01427367	REGENTS OF UC LOS ANGELES SCHOOL OF PUBLIC HEALTH, 850 CHARLES YOUNG DRIVE, LOS ANGELES, CA, 90095-6900	(310) 794-0622
01427368	REGENTS OF UC DEPT OF ORTHOPAEDIC SURGERY, 10833 LECONTE AVE 76-119 CHS, LOS ANGELES, CA, 90095-6902	(310) 825-5680
01427369	REGENTS OF UC UCLA FACILITIES MANAGEMENT, 731 CHARLES E. YOUNG DRIVE SOUTH, SUITE 3102, LOS ANGELES, CA, 90095-1526	(310) 206-6647
01427370	REGENTS OF UC INTEGRATED SUBSTANCE HOUSE, 11075 SANTA MONICA BLVD STE 100, LOS ANGELES, CA, 90025	(310) 267-5397
01427371	REGENTS OF UC UC REGENTS - UCLA CAREER PLAZA, 501 WESTWOOD PLAZA - BOX 951573, LOS ANGELES, CA, 90095-1573	(310) 206-1901
01427372	REGENTS OF UC UCLA VENICE DENTAL CENTER, VENICE, CA, 90291-2843	(310) 825-9805
01427373	REGENTS OF UC UNIVERSITY OF CALIF AT DAVIS - CASHIER OFFICE, 1200 DUTTON HALL, DAVIS, CA, 95616	(800) 553-6878
01427374	REGENTS OF UC CONTINUING EDUCATION OF THE BAR, 2100 FRANKLIN STREET SUITE 500, OAKLAND, CA, 94612-3098	(510) 381-1736
01427376	REGENTS OF UC RONALD REAGAN UCLA MEDICAL CENTER, 757 WESTWOOD PLAZA STE B790A, LOS ANGELES, CA, 90095	(310) 267-9582

Vendor ID	Company Name	Phone
14395501	RICHARD C JEWETT 36200 PARADISE RANCH SUITE 105, CASTAIC, CA, 91384	(661) 775-3791
11897501	RMT GOLF & SPORT 26517 CALLE LORENZO, SAN JUAN CAPO, CA, 92675-1672	(949) 218-7674
14710201	ROCK BOTTOM, INC. 2724 LANDCO DRIVE, BAKERSFIELD, CA, 93308	(661) 859-1700
14319401	ROLEY ASSOCIATES, INC. 1405 BARNHART LANE, NORCO, CA, 92880	(951) 279-6096
11104401	RON WILKES PO BOX 2387, NORTH HILLS, CA, 91393	(818) 893-6380
15184001	ROSE TERRONES 511 S FIRST STE 304, ARCADIA, CA, 91006	(626) 254-0200
10042601	S.C. YAMAMOTO, INC. 2031 EMERY AVENUE, LA HABRA, CA, 90631	(714) 992-5783
14286501	SAFETY ZONE WEED AND BRUSH CONTROL, 23843 BESSEMER STREET, WOODLAND HILLS, CA, 91367	(818) 322-4646 Ext:2
14821701	SALINAS LANDSCAPING AND TREE PRESERVATION, INC., 2001 PREUSS ROAD, LOS ANGELES, CA, 90034-1205	(310) 204-1730
51299701	SEPCO EARTHSCAPE INC 120 WEST 127TH STREET, LOS ANGELES, CA, 90081	(323) 242-0700
51134101	SIAPIN HORTICULTURE 9103 PERKINS ST., PICO RIVERA, CA, 90660-4512	(562) 601-9722
11512901	SIGMA SERVICES INC 2140 EASTMAN AVE STE 200, VENTURA, CA, 93003	(805) 642-8377
12722801	SIMON'S POWER EQUIPMENT, INC. 12117 VANOWEN ST., NORTH HOLLYWOOD, CA, 91605-5652	(818) 982-6131
14152501	SOUTHERN CALIFORNIA TREE & LANDSCAPING SOUTHERN CALIFORNIA GARDEN, PO BOX 3395, TORRANCE, CA, 90510	(310) 326-9994
12858601	SPRAGUE CONSULTANTS, INC. 30251 GOLDEN LANTERN, SUITE E#90, LAGUNA NIGUEL, CA, 92677-5893	(949) 903-0793
16615601	STACY L KONIER 3628 COUNTY ROAD, CHINO, CA, 91710	(909) 627-7507
12432101	STAY-GREEN, INC. 26415 SUMMIT CIRCLE, SANTA CLARITA, CA, 91350	(661) 291-2800 Ext:302
50455701	STEVENS TREE EXPERTS 2570 E. WALNUT ST., STE. A, PASADENA, CA, 91107-3722	(626) 794-6911
16539701	STRATEGIC FACILITY SOLUTIONS, INC. 28 SALT SPRAY DRIVE, LAGUNA NIGUEL, CA, 92677	(714) 293-9147
15027701	SUMAK, INC. P.O. BOX 1534, AGOURA HILLS, CA, 91376	(818) 388-4621
14144701	SWAYZER'S INC. 1663 E. DEL AMO, CARSON, CA, 90746	(323) 979-7223
51890301	SYSTEMS MANAGEMENT, INC. 1635 N. LAKE AVE., PASADENA, CA, 91104-2321	(626) 791-1388
15088201	T.G. DESIGNSCAPES 594 CEDAR CREST AVE, CLAREMONT, CA, 91711	(909) 367-3497
15390501	TANIA GYBELSEN ENVIRONMENTAL CONCEPT 16140 SATICOY, VAN NUYS, CA, 91406	(818) 787-7329
10946701	THE CHRYSALIS CENTER 1853 LINCOLN BLVD, SANTA MONICA, CA, 90404	(310) 401-9382
10946702	THE CHRYSALIS CENTER 522 S. MAIN ST., LOS ANGELES, CA, 90013	(213) 806-6368

Vendor ID	Company Name	Phone
13952501	THE ORIGINAL MOWBRAYS 171 S WAFFERMAN AVE, SAN BERNARDINO, CA, 92408	(909) 915-5762
14282001	THE PAR 3 GROUP 101 ATLANTIC AVE., STE. 104, LONG BEACH, CA, 90802	(562) 537-7528
16860331	TOTAL RESOURCES INC. DBA TOTAL CONSTRUCTION RESOURCES 13507 TELEGRAPH ROAD, UNIT C, WHITTIER, CA, 90605	(562) 204-0319
15950301	TRANSFORMED CONSTRUCTION INC 14301 VENTURA BLVD, SHERMAN OAKS, CA, 91423	(818) 441-4632
14689801	TREE PRESERVATION COMPANY 430 N. CHESTER AVE., STE. 106, PASADENA, CA, 91106	(526) 528-5224
13312801	TREE PRESERVATION, INC. 9722 MARCUS AVE, TUCUNGA, CA, 91042	(818) 353-9733
13848501	TRI VALLEY LANDSCAPE 7 DUESENBERG DRIVE, WESTLAKE VILLAGE, CA, 91362	(805) 494-7160
11263101	TROPICAL CREATIONS, INC. 14560 CALVERT STREET, VAN NUYS, CA, 91411	(818) 782-0005 Ext:202
52607901	TRUGREEN LANDCARE 1323 W. 130TH ST., GARDENA, CA, 90247-1503	(310) 354-1520
52607902	TRUGREEN LANDCARE 1367 W. 9TH ST., UPLAND, CA, 91786-5712	(626) 357-2481
52607903	TRUGREEN LANDCARE 7755 DEERING AVE., CANOGA PARK, CA, 91304-5653	(818) 346-7552 Ext:222
52607904	TRUGREEN LANDCARE 1150 W TRENTON AVENUE, ORANGE, CA, 92867	(714) 828-1010
52607905	TRUGREEN LANDCARE MIRAMAR WHOLESALE NURSERIES, 5400 GOVERNOR DRIVE, SAN DIEGO, CA, 92122-2851	(858) 552-0658 Ext:115
52607906	TRUGREEN LANDCARE DEPT 34680, PO BOX 39000, SAN FRANCISCO, CA, 94139	(310) 719-1008
52607907	TRUGREEN LANDCARE 1315 WEST 130TH STREET, GARDENA, CA, 90247	(310) 719-1008
52887901	UNITED PACIFIC SERVICES 120 E. LA HABRA BLVD., STE 107, LA HABRA, CA, 90631-2310	(562) 891-4800 Ext:225
52887902	UNITED PACIFIC SERVICES 120 EAST LA HABRA BOULEVARD, SUITE 107, LA HABRA, CA, 90631-2310	(562) 891-4800
13811401	UNIVERSO CLEANING INC. 111 S. GARFIELD BLVD., STE 101-A, MONTEBELLO, CA, 90640	(323) 574-0089
18535901	URBAN HABITAT ENVIRONMENTAL LANDSCAPES PO BOX 803036, SANTA CLARITA, CA, 91380	(661) 310-0405 Ext:701
13133801	VALLEY LIGHT INDUSTRIES INC 5358 IRWINDALE AVE, UNIT B, BALDWIN PARK, CA, 91706	(626) 337-6200
16144801	VENCO WESTERN 2400 EASTMAN AVE, OXNARD, CA, 93030	(805) 431-7194
15012201	VERÓNICA MEJIA 1240 E ONTARIO AVE #102, CORONA, CA, 92881	(951) 278-3801
52439101	VILLA ESPERANZA SERVICES 2116 E VILLA ST., PASADENA, CA, 91107-2435	(805) 446-1939 Ext:205
16497901	WALTON FACILITIES MANAGEMENT 8880 CANBY AVENUE, #102, RESEDA, CA, 91335	(310) 295-2067
10894101	WD ENTERPRISE, INC PO BOX 8804, WICHITA, KS, 67208-0804	(316) 685-0069
16091601	WE SERVICE AMERICA, INC. 10311 S. LA CIENEGA BLVD., LOS ANGELES, CA, 90045	(310) 743-3000 Ext:293

Vendor ID	Company Name	Phone
<u>16082601</u>	WIEDMANN BROS. DISTRIBUTING CO., LLC 3940 LAUREL CANYON BLVD., STE. 1457, STUDIO CITY, CA, 91604	(823) 934-8973 Ext:10
<u>16024901</u>	WILLOWBROOK LANDSCAPE INC. 14930 FARMINGTON ST., HESPERIA, CA, 92345	(760) 713-5688
<u>05696501</u>	WOODS MAINTENANCE SERVICES INC HYDRO PRESSURE SYST & GRAFFITI CONTROL SYST, 7260 ATOLL AVE, NORTH HOLLYWOOD, CA, 91605-4104	(818) 503-8240 Ext:105
<u>05696502</u>	WOODS MAINTENANCE SERVICES INC HYDRO PRESSURE SYST & GRAFFITI CONTROL SYST, 7260 ATOLL AVENUE, NORTH HOLLYWOOD, CA, 91605-4104	(818) 764-2515
<u>50314701</u>	WURZEL LANDSCAPE 3214 OAKDELL RD., STUDIO CITY, CA, 91604-4221	(818) 762-8653
<u>14807101</u>	Z&T VENTURES, INC SERVICE-SCAPE, 9718 COTTONWOOD WAY, ALTA LOMA, CA, 91737	(909) 702-1045

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Conejo Crest Landscape, Inc.

COUNTY VENDOR NUMBER: 14843001

- ☐ As a Local SBE, certified by the County of Los Angeles, Department of Consumer and Business Affairs, I request this proposal/bid be considered for the Local SBE Preference.
- ☒ Attached is my Local SBE Certification letter issued by the County

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify)						
Total Number of Employees (including owners): 200						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories.						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			4		191	3
Asian or Pacific Islander	1					
American Indian						
Filipino						
White				1		

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	100 %	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name David L. Melito	Authorized Signature <i>David L. Melito</i>	Title Operations Manager	Date 4/8/2016
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CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CONEJO CREST LANDSCAPE, INC.

FOR

**LANDSCAPE AND GROUND MAINTENANCE SERVICES AT
LA COUNTY ARBORETUM AND BOTANIC GARDEN**

SAMPLE CONTRACT PROVISIONS

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CONEJO CREST LANDSCAPE, INC.
FOR
LANDSCAPE AND GROUND MAINTENANCE SERVICES AT
LA COUNTY ARBORETUM AND BOTANIC GARDEN**

This Contract ("Contract") made and entered into this 15th day of November, 2016 by and between the County of Los Angeles, hereinafter referred to as County and Conejo Crest Landscape, Inc., hereinafter referred to as "Contractor".

RECITALS

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section Title 2, Chapter 2.121.250, et seq., the County is permitted to contract with private businesses to perform services when it is more economical or feasible to do so; and

WHEREAS, the Contractor is duly licensed and certified to engage in the business of landscape and ground maintenance services; and warrants that it possesses the competence, expertise, equipment, resources and personnel necessary to provide such services; and

WHEREAS, the Contractor has submitted a proposal to the County for provision of such services and based upon an evaluation of the proposals under Los Angeles County Code Section 2.121.320 the Contractor has been selected for recommendation for award of such contract; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O, P, Q, R, S, T, U, and V, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing and Billing Schedule and Performance Frequencies
- 1.3 EXHIBIT C - Contractor's Quality Control Plan
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H - Prevailing Wage Determinations
- 1.9 EXHIBIT I - Public Works Payroll Reporting Form
- 1.10 EXHIBIT J - Internal Revenue Service Notice No. 1015
- 1.11 EXHIBIT K - Jury Service Ordinance
- 1.12 EXHIBIT L - Safely Surrendered Baby Law
- 1.13 EXHIBIT M - Living Wage Ordinance and Annual Rate Adjustments
- 1.14 EXHIBIT N - Payroll Statement of Compliance
- 1.15 EXHIBIT O - Employee Notice of Living Wage Handout (Eng/Span)
- 1.16 EXHIBIT P - County's Defaulted Property Tax Reduction Program
- 1.17 EXHIBIT Q - Certification of Compliance with Green Initiatives
- 1.18 EXHIBIT R - County's Smoking Ban Ordinance
- 1.19 EXHIBIT S - MAPS

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 – Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.
- 2.2 **Contract:** this agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.
- 2.3 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County to perform or execute the work covered by this Contract.
- 2.4 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.5 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.6 **County Project Manager:** Person designated by the Director with authority to manage the operations under this Contract, or his/her authorized representative.
- 2.7 **Department:** The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this Contract.
- 2.8 **Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, acting on behalf of the County on contractual or administrative matters relating to the enforcement of this Contract, or his authorized representative(s).

- 2.9 **Monthly Contract Sum:** The amount of one-twelfth (1/12) of the total annual amount of compensation, or a prorated monthly amount, to be paid by the County for services rendered by the Contractor under the terms and conditions of this Contract.
- 2.10 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.11 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 CONTRACTOR SERVICES

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in in the Statement of Work, Exhibit A.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for five (5) years commencing December 1, 2016, following the Board of Supervisors' approval, and continuing through November 30, 2021, unless terminated sooner or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to three (3) additional one-year periods. Each such option year shall be exercised at the sole discretion of the Director, which may include a cost of living adjustment (COLA) per option year as provided for in Paragraph 5.6, hereinafter.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3 The Contractor shall notify the Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written

notification to the Department at the address herein provided in Paragraph 8.34, Notices, of this Contract.

5.0 CONTRACT SUM

- 5.1 The contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of landscape and ground maintenance services. Said sum shall comply with Exhibit B, Pricing and Billing Schedule and Performance Frequencies.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided in Paragraph 8.34, Notices, of this Contract.
- 5.4 **No Payment for Services Provided Following Expiration/ Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this

Contract. The Contractor's payments shall be as provided in Exhibit B – Pricing and Billing Schedule and Performance Frequencies, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing and Billing Schedule and Performance Frequencies.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- **Exhibit N - Payroll Statement of Compliance**

- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**Attention: Mr. Timothy Phillips
LA County Arboretum and Botanic Garden
301 North Baldwin Avenue
Arcadia, CA 91007**

- 5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld

- 5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments.

Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.6 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY'S PROJECT MANAGER

The role of the County's Project Manager is authorized to include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.2 COUNTY'S CONTRACT PROJECT MONITOR

The role of the County's Contract Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Contract Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit F - Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 CONTRACTOR'S PROJECT MANAGER

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background

investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations

under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

The County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions that may be necessary. All such revisions shall be accomplished in the following manner:

8.1.1 A Change Notice shall be prepared, and executed by the Contractor and the Director for any changes, deemed by the Director as necessary for the proper landscape and ground maintenance services of the area, and which affect the Contractor's service requirements set forth in Exhibit A, and any corresponding changes in the Contract Sum, not to exceed the annual contract amount plus ten percent (10%).

8.1.2 For any change which affects any other term or condition included in his Contract, or any changes in the Contractor's service requirements as set forth in Exhibit A that exceeds the annual contract amount plus ten percent (10%), excluding the provisions of Paragraph 5.6 (COLA) hereinabove, an Amendment shall be prepared therefore, executed by the Contractor, and thereafter by the County's Board of Supervisors.

- 8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within ten (10) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the

investigation within five (5) business days of receiving the complaint.

- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000

(e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit K and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less

within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be

given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafeia.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding

Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The

Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall

be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
 Department of Parks and Recreation
 Attention: Contracts and Golf Division
 301 N. Baldwin Avenue
 Arcadia, CA 91007-2697

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (County Indemnitees) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County Indemnitees additional insured

status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County Indemnitees as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources

of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County Indemnities shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County Indemnities as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos and the transport of mobile equipment pursuant to this Contract, including

owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

- **Property Coverage**

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County Indemnities shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.26 LIQUIDATED DAMAGES

- 8.26.1** If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

- 8.26.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Pricing and Billing Schedule and Performance Frequencies, Exhibit B, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or

suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party, as set forth in Paragraph 8.34, Notices, and by facsimiles, electronic mail and telephone call as set forth herein:

Notice to the County:

Name: Mr. Timothy Phillips

Phone: (626) 821-3208

Fax: (626) 445-1217

Email: tphillips@parks.lacounty.gov

Notice to the Contractor:

Mr. David Melito

(818)988-9696

(818)988-4934

dmelito@conejocrest.com

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project

Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit L of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid. The address to be used for any given notice served by mail upon the Contractor shall be: **Conejo Crest Landscape, Inc., Attention: David L. Melito, 16435 Hart Street, Van Nuys, CA 91406.** Any notice served by mail upon the County shall be addressed to the **County of Los Angeles Department of Parks and Recreation, Attention: Contracts and Golf Division, 301 North Baldwin Avenue, Arcadia, CA 91007-2697**, or such other place as may hereinafter be designated in writing to the Contractor by the Director. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director, or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

- 8.36.1 Any documents submitted by the Contractor, all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director. The County shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor

regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the

County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Parks and Recreation
Attention: Contracts and Golf Division
301 N. Baldwin Avenue
Arcadia, CA 91007-2697

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise

directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this

Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit M and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth Exhibit W, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract.
2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option

period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid, for each of its employees. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit N), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this sub-paragraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the

applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code,

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

- a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
- a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference

Program, as codified in Chapter 2.204 of the Los Angeles County Code.

- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference

Program, as codified in Chapter 2.205 of the Los Angeles County Code.

- 9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.3.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

9.4 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 9.4.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise

Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

- 9.4.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- 9.4.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- 9.4.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

9.5 TERMINATION UPON TRANSFER OF TITLE, MAINTENANCE RESPONSIBILITY OR PARK CLOSURE

- 9.5.1 Notwithstanding any other provision of this Contract, the County reserves the right to transfer title, maintenance responsibility or close one or more of the facilities described in Section 2.0,

"Facilities to be Maintained" of the Statement of Work, Exhibit A of this Contract (hereinafter, "Exhibit A, Section 2.0, Facilities to be Maintained").

9.5.2 In the event the County transfers title of the facilities described in Statement of Work, Exhibit A, Section 2.0, Facilities to be Maintained, to a governmental agency (assignee), the County reserves the right to:

1. Terminate this Contract or, provided there is consent by an assignee, assign the County's interest in this Contract to said assignee. The County shall provide the Contractor with notice of termination or assignment of this Contract pursuant to this provision; or
2. Delete the transferred facility(ies) from the Contract or, provided there is consent by an assignee, assign the portion(s) of the Contract dealing with the transferred facility(ies) to said assignee and reduce the Contract sum pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said facility(ies) pursuant to this provision from this Contract.

9.5.3 In the event the County transfer's maintenance responsibility for all or a portion (s) of the facility(ies) described in Statement of Work, Exhibit A, Section 2.0 Facilities to be Maintain, the County reserved the right to:

1. Terminate this Contract or, provided there is consent by an assignee, assign the County's interest in this Contract to said assignee. The County shall provide the Contractor with notice of termination or assignment of this Contract pursuant to this provision; or
2. Delete the transferred facility(ies) from the Contract or, provided there is consent by assignee, assign those portion(s) of the Contract dealing with the transferred facility(ies) to said assignee and reduce the sum of the Contract pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said facility(ies) pursuant to this provision from this Contract; or
3. Delete transferred portion(s) of the facility(ies) from the Contract or, provided there is consent by an assignee, assign the portion(s) of the Contract dealing with the transferred portion(s) of the facility(ies) to said assignee and reduce the Contract sum pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said portion(s) of facility(ies) pursuant to this provision from this Contract.

9.5.4 In the event the County closes one or more of the facilities described in Exhibit A, Section 2.0, "Facilities to be Maintained", the County reserves the right to:

1. Terminate this Contract upon the effective date of such closure(s). Upon the effective date of park closure(s), the Contractor shall immediately cease its operations, and within fifteen (15) days thereafter remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such park closure(s); or
2. Delete the facility (ies) to be closed from the Contract and reduce the Contract sum pro tanto. Upon the effective date of park closure(s), the Contractor shall immediately cease its operations at said facility(ies), and within fifteen (15) days thereafter remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such park closure(s).

9.6 EXTRAORDINARY INCIDENTS, ACTS OF GOD, THIRD PARTY NEGLIGENCE

9.6.1 Contractor shall notify the Director in writing as soon as reasonably possible on the same day of discovery of any damage due to extraordinary incidents such as Acts of God and suspected third party negligence.

9.6.2 By reasons or acts beyond the control of the County, this Contract may be terminated by the County without liability or damages whenever the County is prevented by operation of laws, Acts of God, or by the official action of Local, State or Federal authorities from complying with the provisions of this Contract.

9.7 PREVAILING WAGES

In accordance with the provisions of Article 2, Chapter 1, Part 7, Division 2 of the Labor Code, the State Department of Industrial Relations has ascertained the prevailing rate of per diem wages in the locality wherein the work is to be performed to be paid each craft or type of worker or mechanic needed to properly perform and complete the contemplated work. The Prevailing Wage for Landscape Laborers is set forth in Exhibit H of this Contract and the prevailing wage determination rates issued by the State Department of Industrial Relations for other craft or type of worker or mechanic that may be utilized to perform the specified work is on file with the Los Angeles County Department of Parks and Recreation, Project Management Agency, and all of these rates will apply to any Contract entered into pursuant thereto. Under the terms of the aforementioned sections, it will be required that no less than the rates so

ascertained and set forth shall be paid to all laborers, workers or mechanics employed or engaged in said work. For each person so employed or engaged whether by the Contractor or any subcontractor under him who is paid at a rate less than that specified for the particular work performed, the Contractor shall forfeit to the County as a penalty the sum of Twenty-Five Dollars (\$25) for each day or portion thereof for which said person was paid less than the specified prevailing wage. The provisions of Section 1775 of the Labor Code shall be complied with by the Contractor. Wages to be paid apprentices employed or engaged in the contemplated work shall be determined in the manner provided by Section 1777.5 of the Labor Code.

9.8 RIGHT OF ENTRY

In the event this Contract is suspended or terminated in whole or in part, by the Board of Supervisors, the Board of Supervisors may instruct the Director to assume the responsibility of said Contract, employ the necessary workers, purchase materials and supplies as may be necessary for the proper performance of the work contracted. For the purpose of satisfying and/or mitigating damages arising from a breach of this Contract, any excess costs as determined by the Director, arising therefrom over and above the compensation set forth within this Contract, may be charged against the Contractor.

In the event of such suspension or termination, all moneys due to Contractor or retained as security under the terms of this Contract shall be retained by the County; but such retention will not release the Contractor from liability for failure to perform under the terms of this Contract.

If in the sole discretion or judgment of the Director, and in accordance with Paragraph 8.26, Liquidated Damages, of this Contract, the Contractor and/or its employee(s) are not properly performing the services required under this Contract, then the Contractor and/or all of its employees may be temporarily replaced by County personnel and payment to be made by the County may be suspended while the matter is being investigated. In addition, the total cost as determined by the Director, incurred by County personnel shall be deducted and forfeited from the monthly payment to the Contractor from the County.

9.9 COMPLIANCE WITH THE COUNTY'S SMOKING BAN ORDINANCE

This Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code.

10.0 ENFORCEMENT OF CONTRACT

- 10.1 The Director shall be responsible for the enforcement of this Contract on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof. The Director hereby reserves the right to: (a) assign such personnel as are needed to serve as County's Contract Project Monitor(s) in order to inspect and review the Contractor's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract, and (b) require the Contractor to provide such written documentation and/or regular reports as the Director deems necessary to verify and review the Contractor's performance under this Contract.
- 10.2 The County reserves the right to perform inspections at any time for the purpose of maintaining the Contractor's compliance with all Contract terms and conditions and performance standards.
- 10.3 The Contractor hereby agrees to cooperate with the Director, County's Project Managers and County's Contract Project Monitors, and any appropriate Federal or State representative, in the review and monitoring of the Contractor's service program, records and procedures at any reasonable time, as requested by the County.
- 10.4 In the event the County commences legal proceedings for the enforcement of this Contract or recovery of the premises herein, the Contractor does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

11.0 ENTIRE CONTRACT

This document and the Exhibit(s) attached hereto constitute the entire contract between County and Contractor and its subcontractors, if any for the landscape and ground maintenance services to be provided for the Los Angeles County Arboretum and Botanic Garden. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the landscape and ground maintenance services of the Los Angeles County Arboretum and Botanic Garden. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions thereof unenforceable, invalid or illegal. No change to this Contract shall be valid unless prepared pursuant to Section 8.1, Changes Notices and Amendments, and signed by both parties.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

ATTEST: LORI GLASGOW
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS
By Carla Little, Deputy

By Hilda L. Solis
Hilda L. Solis
Chair, Board of Supervisors



CONTRACTOR

By Daniel Minto
Conejo Crest Landscape, Inc.

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

LORI GLASGOW
Executive Officer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By Carla Little
Deputy

By Christina A. Salseda

Christina A. Salseda
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 NOV 15 2016

Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On August 15, 2016, before me, **Dean C. Logan, the Registrar-Recorder/County Clerk of the County of Los Angeles**, personally appeared David Melito who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Dean C. Logan
Registrar-Recorder / County Clerk
County of Los Angeles

By 
Deputy County Clerk

EXHIBIT A

STATEMENT OF WORK

LOS ANGELES COUNTY ARBORETUM AND BOTANIC GARDEN

STATEMENT OF WORK

LANDSCAPE MAINTENANCE SERVICES SPECIFICATIONS

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**LOS ANGELES COUNTY ARBORETUM AND BOTANIC GARDEN
STATEMENT OF WORK**

I. ADMINISTRATIVE SPECIFICATIONS

1.0 GENERAL REQUIREMENTS

- 1.01 Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, Contractor will use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.
- 1.02 Contractor shall provide the labor, materials, and equipment necessary for the provision of building and landscape maintenance services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein. The following areas identified in Exhibit P-1 are excluded from all contract landscape maintenance services: (1) Arcadia Wash Drainage Channel; (2) Prehistoric Forest Area; (3) Drought Tolerant Garden; (4) Herb Garden; (5) Desert Garden; and 6) Aquatic Gardens.
- 1.03 Contractor is hereby required to render and provide building and grounds maintenance services including, but not limited to, the maintenance of turf, groundcover, shrubs and trees; the pruning of trees and shrubs; providing weed, disease and pest control; maintenance of aquatic areas, maintenance of Arboretum trails; installing and maintaining tree basins; cleaning and clearing of wildlife scat; and the maintenance of any appurtenant structures and equipment pursuant to specifications and frequencies established by the County of Los Angeles Department of Parks and Recreation, as set forth herein or revised by County. The specific frequencies per site are identified in Appendix D, Exhibit 11, Pricing and Billing and Performance Frequencies and govern the Contractor's completion of required operations.
- 1.04 Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover

or turf areas. However, it is expected that contractor is onsite during periods of inclement weather.

- 1.05 The Contractor recognizes, that during the course of this Contract, other activities and operations may be conducted by County work forces and other contracted parties. These activities may include, but may not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request thereof by the Director or Designee.
- 1.06 Contractor shall, during the hours and days of maintenance service respond to all emergencies within two (2) hours of notification.
- 1.07 Contractor shall be required to clearly identify and equip each vehicle used at said facility with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number.
- 1.08 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Contractor shall purchase, store and use environmentally and human friendly products that are compatible with products used by County. County shall determine compatibility and approve Contractor's products prior to their use.
- 1.09 Contractor is required to maintain its equipment in properly working order and presentable/professional in appearance at all times.

2.0 FACILITY TO BE MAINTAINED

- 2.01 The facility to be maintained under the provisions of this Contract is as follows and is specifically located at the address identified below:

Los Angeles County Arboretum and Botanic Garden

301 North Baldwin Avenue

Arcadia, California 91007

This facility is landscaped with turf, groundcover, shrubs, and is irrigated by manual and/or automatic irrigation systems.

- 2.02 Contractor acknowledges personal inspection of the facilities and the surrounding areas and has evaluated the extent to which the physical

condition thereof will affect the services to be provided. Contractor accepts the premises in their present physical condition, and agrees to make no demands upon County for any improvements or alterations thereof.

3.0 CERTIFICATIONS/REPORTS

3.01 Payroll and Prevailing Wage Report

Contractor shall complete a Payroll and Prevailing Wage Certification Report which shall be made available to the Director or Designee concurrent with the monthly invoicing. Contractor may use Exhibit E of the Sample Contract, "Public Works Payroll Reporting and Certification Form" or provide the required information in a form acceptable to the Director or Designee. The monthly payment will not be made until such report is received and found acceptable by the Director or Designee.

3.02 Maintenance Function Report

Contractor shall maintain and keep current a report that records when all Periodic, Seasonal, and Additional Work, maintenance functions performed by Contractor's personnel were completed. Said report shall be in a form and content acceptable to the Director or Designee and will be made available to the Director or Designee upon request. The monthly payment may not be made if such report is requested and not made available or is in a form that is unacceptable to the Director or Designee.

3.03 Certification of Specialty Type Maintenance

When applicable, Contractor shall include with the monthly invoice, those specialty type maintenance items completed. The following information shall include, but not be limited to:

- a. Quantity and complete description of all commercial and organic fertilizer(s) used.
- b. Quantity and label description of all grass seed used.
- c. A valid licensed California Pest Control Advisor's recommendations and copies of corresponding Agricultural Commissioners Pesticide Use Reports signed by a licensed

California Pest Control Operator for all chemical, disease and pest control work performed. The report shall be accompanied by a listing of each material used, quantity used, the location of use, the date used, the person responsible for the report, the applicator's name, and the license number under which the applicator was operating.

3.04 Certified Monitoring Reports for Living Wage Program

Contractor shall submit to the County, certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

4.0 ADDITIONAL WORK

4.01 As authorized in Section 8.1, Change Notice and Amendments, of the contract, the Director or Designee may at his discretion, modify the Contractor's On-Going Maintenance Task and Schedule when such work arises out of extraordinary incidents such as vandalism, Acts of God, and third party negligence; or services required due to new or modification of existing facilities or recreation programs.

- 4.02 Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without the written authorization from the Director or Designee.
- 4.03 Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director or Designee may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Director or Designee for approval.

5.0 SAFETY

- 5.01 Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential, including restricting Contractor staff from riding in truck beds and/or bumpers of their vehicles, or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- 5.02 It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Director or Designee shall be notified immediately of any unsafe condition that requires major correction including, but not limited to: filling holes in turf areas and paving, using barricades or traffic cones to alert patrons of the existence

of hazards, replacing valve box covers, and securing play apparatus so as to protect members of the public or others from injury. During normal hours Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. Contractor shall cooperate fully with County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director or Designee within five (5) days following the occurrence.

6.0 HOURS AND DAYS OF MAINTENANCE SERVICES

- 6.01 The basic daily hours of maintenance service shall be as follows: 6:00 a.m. to 2:30 a.m.
- 6.02 The Contractor shall be required to provide landscape and ground maintenance services five (5) days per week Monday through Friday. Contractor must be onsite during periods of inclement weather. Also, the Contractor is required to have one (1) employee during the County holidays. The Contractor is not required to provide services on Christmas Day. The County's Contract Project monitor will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the Director or Designee.
- 6.03 Per State of California Labor Code, Contractor is directed to the following prescribed requirement with respect to the hours of employment: Eight (8) hours of labor under this Contract shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the County the sum of Twenty-Five Dollars (\$25) for each laborer, worker or mechanic employed in the execution of said Contract by him, or any

subcontractor under him, upon any of the work included in said Contract for each calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

7.0 MAINTENANCE SCHEDULES

- 7.01 Contractor shall, within ten (10) days after the effective date of this Contract, submit a facility work schedule to the Director or Designee for review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon. In addition, Contractor shall notify the Director or Designee, in writing, at least two (2) weeks prior to the scheduled date and time for the eradication process of rodents pursuant to Sections 38 and 39 of this Statement of Work.
- 7.02 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Director or Designee for his review, and if appropriate his approval, within five (5) working days prior to scheduled time for the work.
- 7.03 The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the Director or Designee for Specialty Type maintenance as set forth immediately hereinafter.
- 7.04 Contractor shall notify the Director or Designee, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are defined as:
 - a. Fertilization
 - b. Application/use of herbicides
 - c. Other items as determined by the Director or Designee

8.0 SIGNS/IMPROVEMENTS

Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval thereof is obtained from the Director.

9.0 UTILITIES

The County shall pay for all utilities with the exception of the telephone and excessive water usage herein described. Water usage shall not exceed amount required to comply with irrigation schedules established by the Director or Designee. Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from County will be presented to the Contractor by the Director or Designee prior to actual deduction to allow for explanations.

10.0 NON-INTERFERENCE

Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

11.0 USE OF CHEMICALS

11.01 All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by a Qualified Applicator under the direction of a Licensed Pest Control Advisor. Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Business License, a valid Pest Control Advisor's License and a Qualified Applicator's License prior to using any and all applicable chemicals within the area(s) to be maintained.

11.01.01 Contractor, in addition to complying with the California Food and Agricultural Code, must be registered with the Los

Angeles County Agricultural Commission. Contractor shall also be certified in categories D and E of the Pest Control Advisor's License and in category B of the Qualified Applicator's License.

11.01.02 If Contractor does not possess a valid Pest Control Advisor's License with appropriate categories, Contractor, upon written consent of the Director or Designee per Paragraph 9.39, of the Subcontracting, of the Contract, may subcontract this service. If the chemical application is performed without the necessary Department approvals, including registration, licenses and permits, Director or Designee may deduct pro rata from Contractor's invoice applicable contract costs for chemical spraying.

11.01.03 The action above shall not be construed as a penalty but as an adjustment of payment to Contractor due to the failure of the Contractor to complete or comply with the provisions of this Contract.

11.01.04 In addition to the remedies provided heretofore, this Contract may be terminated per Paragraph 8.43, Termination for Default of the Sample Contract upon Contractor's failure to correct deficiencies in a timely manner.

11.02 A listing of proposed chemicals to be used including; commercial name, application rates and type of usage shall be submitted to the Director or Designee for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Director or Designee.

11.03 Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.

11.04 Records of all operations stating dates, times, methods of application, chemical formulations, applicators names and weather conditions shall be

made and retained in an active file for a minimum of three (3) years. Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the PCA recommendation for each application (site specific) shall be provided to the monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

- 11.05 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Los Angeles County Department of Parks and Recreation.
- 11.06 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.
- 11.07 Chemicals shall be applied when air currents are still; preventing drifting onto collection plant material; adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.
- 11.08 County is responsible for chemical treatments of all aquatic areas. This includes aquatic weed and algae control and the removal of plant materials from the aquatic areas.
- 11.09 All chemical applications must first be approved by the Director and or Designee prior to the application occurring.

12.0 NOISE

Contractor shall not prepare for or initiate any operations or use any equipment before 7:00 a.m. that would violate noise ordinances or noise reduction needs.

II. ON-GOING MAINTENANCE TASKS

The specific frequencies per site are also identified in Appendix D, Exhibit 11, Pricing and Billing and Performance Frequencies, and govern the Contractor's completion of required operations.

GROUP I

13.0 MOWING - Operation

- 13.01 Mowing operations shall be performed in a efficient manner that ensures a smooth, surface appearance without scalping or allowing excessive cuttings to remain. This includes the safe operation of equipment as determined by the Director or Designee and within the manufacturer's guidelines. It is required that a large mulching mower be used for the large turf areas.
- 13.02 Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type deck and shall be configured so that the outer edges of the blade shall extend 18" to 24" beyond the outer edge of the wheel.
 - 13.02.01 Turf area located in the Rose Garden and surrounding areas, as shown in Exhibit P-2, shall be mowed with a reel-type mower with rollers to a height set between ¼ inch and ½ inch.
 - 13.02.02 All other turf areas, as shown in Exhibit P-3, shall be mowed with a rotary-type mower to a height of 3 inches or as directed by the Director or Designee.
- 13.03 All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.
- 13.04 Mowing height shall be appropriate to turf species and use parameters. Mowing heights may vary for special events and conditions. Heights shall be determined by the Director or Designee.
- 13.05 Mowing operation shall be on a schedule that is acceptable to the Director or Designee.
- 13.06 Walkways and hard surface areas shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- 13.07 Mowing of turf shall be completed as identified in the Contractor's schedule and in one operation.
- 13.08 All mowing equipment shall be maintained in properly working order.
- 13.09 Mowing equipment must be appropriately sized for the mowing task to allow for efficient mowing operations.

14.0 MOWING - Frequency

All turf areas shall receive no less than the following; unless directed by the Director or Designee.

14.01 During the warm season (April to November) all turf areas shall be mowed no less than once every week for a total mowing frequency of thirty-five (35).

14.02 During the cool season (December through March) all turf areas shall be mowed no less than once every two weeks for a total mowing frequency of eight (8).

15.0 FERTILIZATION - Operation

15.01 All fertilizer/micronutrients shall be approved by the Director or Designee prior to application.

15.02 Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization. Areas to be fertilized are identified in Exhibit P-2 and P-3.

15.03 All turf areas shall receive not less than four (4) pounds of a balanced fertilizer for each one thousand (1,000) square feet of turf area. All fertilizer shall be organic and granular in form with an approximate ratio of 8-1-9.

15.03.01 Plants shall receive not less than two (2) pounds of a balanced fertilizer for each one thousand (1,000) square feet of plant/bed area. All fertilizer shall be organic and granular in form with an approximate ratio of 8-1-9.

15.04 Areas shall be fertilized utilizing ratios and mixtures recommended by the Director or Designee at the rate of application per the manufacturer's recommendation.

16.0 FERTILIZATION - Frequency

16.01 Fertilize all turf areas: two (2) times per year during the months of March through October. Due to potential drought restrictions turf areas may not receive any fertilization.

17.0 GROUP I SITE INSPECTION AND REPORTING

17.01 Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation. Litter is not to be shredded by mowers, glass bottles are not to be driven over and broken, and excessively wet turf areas are not to be driven across. Damaged sprinkler heads and valve box covers are to be immediately responded to.

17.02 If a mowing operation cannot be thoroughly completed within the designated time frame, the monitor shall be immediately notified through the Contractor's communication network.

18.0 GROUP I MANAGEMENT/SUPERVISION - Mowing

18.01 Contractor has the responsibility of providing fully trained and qualified personnel as well as mowing and transport equipment that is properly maintained.

18.02 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or Designee.

18.03 Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility shall be kept with each operating crew.

GROUP II

19.0 MECHANICAL EDGING - Operation

19.01 All grass invasions within designed flower, shrub and ground cover beds shall be eliminated.

19.02 All turf edges, including but not limited to; sidewalks, patios, drives, curbs, shrub beds, flower beds, groundcover beds, around tree basins, and along lakes and streams shall be edged to a neat and uniform line.

19.03 Mechanical edging of turf shall be completed as one operation in a manner that results in a well-defined, V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade. Mechanical edging shall be performed along those areas identified in Exhibit P-8.

21.03.01 All turf edging shall be mechanically detailed with a weed eater.

19.04 All turf edges shall be trimmed or limited around: sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, Arboretum equipment and other obstacles.

19.04.01 Irrigation components located within turf areas shall be mechanically detailed with a weed eater or similar device on a weekly basis. The grass shall be trimmed even with the top of the sprinkler head or valve box so that the soil is not "dished" around the heads or boxes and no hazard is created or allowed to exist.

19.05 All groundcover and flower bed areas where maintained next to turf areas shall be kept neatly edged and all grass invasions eliminated.

19.06 Walkways shall be cleaned immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

20.0 MECHANICAL EDGING - Frequency

20.01 Mechanical edging of turf shall be performed twenty-six (26) times per year; once every two (2) weeks.

20.02 Mechanical edging of groundcover shall be performed twelve (12) times per year; once per month.

20.03 Trimming and detailing turf around irrigation system equipment shall be performed twenty-six (26) times per year; once every two (2) weeks.

21.0 WEED REMOVAL - Operation

21.01 All grass-like type weeds, morning glory, milkweeds, vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control. Contractor is responsible for removing vine-type weeds (i.e., Passion Vine) from all plant material. Vine-type weeds may be controlled by mechanical removal or chemical weed spraying. In order to insure complete effectiveness through mechanical removal and during spraying, vine-type weeds should be abated when they are small or young. Therefore, timeliness is an important element in controlling vine-type weeds.

21.02 Methods for removal of weeds can incorporate any or all of the following:

- a. Hand removal (Mechanical)
- b. Cultivation
- c. Mulching
- d. Chemical Eradication

21.03 Remove or control all weeds and grass from the following areas: beds, planters, walkways, picnic pavilions, drainage areas, patios, expansion joints in all hard surface areas, driveways, roadways, parking lots, drainage areas, slopes and hillsides, bare areas, and undeveloped areas.

21.03.01 Contractor is responsible for removing all volunteer seedlings, including Bamboo and Palm. Contractor shall mechanically remove seedling/volunteer plant material if they do not respond to chemical spraying as instructed by the Director or Designee.

21.03.02 Contractor shall notify the Director or Designee prior to initiating all chemical applications to discuss weed abatement options, public safety concerns and watering needs of section. Contractor is also responsible to coordinate with County staff, the areas to be sprayed for weed control so as not to damage surrounding plant collections.

- 21.03.03 All weeds that are mechanically removed shall be discarded in the dumpster. At no time shall noxious weeds be placed in the Arboretum's green waste storage area. Noxious weeds include but are not limited to: Nut sedge, *Nothoscordum* (onion-like weeds) passion vine, palm seedlings and grassy weeds.
- 21.04 Contractor shall incorporate the application of a systemic to control weeds as prescribed by the manufacturer (and as addressed in Paragraph 24.02 below).
- 21.04.01 Contractor shall spot treat with a portable sprayer or wick wand using an effective herbicide approved by the Director or Designee and applied per manufacturer's recommendations.
- 21.04.02 Water shall not be applied to treated areas for forty-eight (48) hours after each chemical application.
- 21.04.03 Contractor in applying weed control chemical shall also incorporate an appropriate dye when spraying.
- 21.05 Remove all weeds, mechanically, from flower, ground cover, shrub beds, planters, and other cultivated areas, of responsibility.
- 21.06 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation a second application, at no additional cost, shall be made.
- 21.07 Immediately after complete kill, all dead weeds shall be removed from the areas.
- 21.08 All weeds six (6) inches tall shall be cut down and followed immediately with spraying of a contact or systemic weed chemical.
- 21.09 Contractor shall not be responsible for weed removal in the following areas as identified in Exhibit P-4:
- Aquatic Garden and Adjacent Waterfall Area
 - Herb Garden Area
 - Grace Kallam Garden Area

- Soto Water Conservation Garden Area
- Prehistoric Forest Area
- Celebration Gardens
- Home Desert Demonstration Garden
- Queen Anne Cottage Garden Beds immediately around Cottage
- Rose Garden
- Youth Education Center

21.10 Contractor shall remove weeds by mechanical means only and no chemicals shall be used in the following areas as identified in exhibit P-12:

- Aloe Trail
- Madagascar Spiny Forest
- Canary Islands
- Citrus Grove

21.11 The Oak Grove Area, as identified in Exhibit P-11, shall be weed abated as needed per direction of the Director or Designee. Abatement may be done by various methods or a combination of methods and could include: Chemical applications, weed trimming, mowing or hand pulling of weeds.

22.0 WEED REMOVAL - Frequency

22.01 Inspect and mechanically remove weeds as needed or as instructed by the Director or Designee.

22.02 Inspect and spot treat with spray systematic to control weeds as needed or as instructed by the Director or Designee.

22.02.01 For the Oak Grove Area, identified in Exhibit P-11, inspect and spot treat for all weeds as needed or as instructed by the Director or Designee.

23.0 LITTER CONTROL - Operation

23.01 Complete policing and litter pick-up to remove paper, rocks, glass, trash, undesirable materials, siltation and other accumulated debris upon the hard surfaces, and landscaped areas to be maintained, including but not limited to: walkways, roadways, service yards, between and around

planted areas, steps, planters, drains, lakes, fountains, stream beds, areas on slopes, and catch basins.

23.02 Complete policing, litter pick up, and supplemental hand sweeping of parking lot corners and other parking lot areas inaccessible to power equipment shall be accomplished to ensure a neat appearance.

23.03 Complete removal of floating debris and litter in all Arboretum water features.

23.04 Litter pick-up shall be completed as early in the day as possible, but in no case later than 8:00 a.m.

23.05 Trash cans and any other large materials placed into the lakes, streams or fountains shall be removed.

23.06 All submerged debris within ten (10) feet of the shoreline of the lakes and streams shall be removed daily or as directed by the Director or Designee. This includes palm fronds.

23.07 All litter & debris shall be removed from all Arboretum trails, ten (10) feet on either side of trails and ten (10) feet beyond the irrigated areas of the slopes.

23.08 All parking areas shall be cleared of litter and debris daily prior to 8:00 a.m.

24.0 LITTER CONTROL - Frequency

24.01 Developed Areas

Turf, beds, planters, walkways, picnic pavilions and patios, drainage areas, slope areas, roadways, parking lots, service yards, lakes, fountains and streams; daily five (5) days per week.

24.02 Trials & Slope Areas

Arboretum trails and 10 feet on either side of trails and developed irrigated slope areas; once a week.

25.0 TRASH CONTAINERS - Operation

25.01 All exterior trash containers shall be emptied prior to 9:00 a.m. and all materials shall be placed in appropriate trash bin(s).

- 25.02 Trash containers located along the Arboretum main entrance and the picnic areas shall again be emptied prior to 2:00 p.m. and all materials shall be placed in appropriate trash bin(s).
- 25.03 Receptacles shall be conveniently located for public use, and returned daily to such locations if receptacles are displaced by third parties.
- 25.04 Containers or related appurtenances shall be cleaned, and painted to avoid concentrations of insects and not detract from the overall appearance of the area.
- 25.05 Contractor shall provide and replace plastic trash container liners for all exterior trash containers when said liners have become broken or beyond their useful life.

26.0 TRASH CONTAINERS - Frequency

- 26.01 Empty all exterior trash containers prior to 9:00 a.m.; daily, five (5) days per week.
- 26.02 Empty all exterior trash containers located along the Arboretum main entrance and the picnic areas again prior to 2:00 p.m.; daily, five (5) days per week.
- 26.03 Clean and disinfect all exterior trash containers twelve (12) times per year; once per month.

27.0 TRASH BIN REMOVAL - Operation

- 27.01 All trash and accumulated debris shall be placed in appropriate designated trash bin(s) each day.
- 27.02 A designated storage area will be provided for the trash bin(s).
- 27.03 Contractor shall be responsible for providing all necessary trash bins; and off-site removal of all trash and accumulated debris to an approved disposal site.
- 27.04 Trash trucks shall not be permitted on park turf areas.

28.0 TRASH BIN REMOVAL - Frequency

Trash bin removal; at least once per week, or as otherwise approved by the Director or Designee.

29.0 RAKING - Operation

29.01 Accumulation of leaves shall be removed from all landscaped areas including beds, planters and turf areas under trees and used as mulch in areas designated by the Director or Designee, not to include noxious weeds.

29.02 Contractor is not responsible for raking those areas identified in Paragraph 21.09 and as shown in Exhibit P-4.

30.0 RAKING - Frequency

30.01 Turf areas; once per month or as instructed by the Director or Designee.

30.02 Landscaped beds and planters; once per month or as instructed by the Director or Designee.

31.0 PRUNING AND HEDGE TRIMMING - Operation

31.01 Clearance

Maintain trees to achieve a seven (7) foot clearance for all branches adjacent to the parking lot and Baldwin Avenue sidewalk areas. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

31.02 Contractor is only authorized to perform Pruning and Hedge Trimming specified as in Section 31 and, Exhibit P-5, P-6 and P-7. Pruning of all plant materials within the Arboretum area is the responsibility of the County.

31.02.01 Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and appropriate size. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming. Under no circumstances shall hedge shears be used as a means of pruning in areas designated and identified in Exhibit P-6.

31.02.02 Contractor is responsible for the formal pruning of those areas identified in Exhibit P-5 (hedge shears may be used in those areas identified).

31.02.03 Contractor is responsible for the informal pruning of those areas identified in Exhibit P-6 (no hedge shears to be used; only selective pruning with loppers):

- a. Along fence lines adjacent to neighborhoods, Contractor is required to maintain a 5' vegetation clearance between the fence line and Arboretum plantings.
- b. Between the parking lot and Baldwin Avenue, prune plant material to maintain size control.
- c. The concrete wall adjacent to the plant material, located in the north picnic area, shall be controlled in maintaining the height of said plant material.

31.02.04 Pruning Criteria

- a. All shrubs shall be trimmed to prevent encroachment on private property.
- b. All dead and damaged branches and limbs shall be removed at the point of breaking.
- c. The initial step of pruning shall be the removal of all deadwoods, weak, diseased, insect infested and damaged limbs.
- d. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline.
- e. All formal shrubs shall be trimmed and shaped to provide a symmetrical appearance. All informal shrubs shall be pruned to provide an appearance typical of the species.
- f. All suckers and sprouts shall be cut flush with the trunk or limb.

31.03 Remove all new growth (suckers and water sprouts) on trees up to the appropriate height clearances for all trees located within the turf areas.

31.04 Remove all dead shrubs and trees. Trees to be removed shall have a caliper of three (3) inches or less measured six (6) inches above the ground level.

31.05 Groundcover

- 31.05.01 All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop.
 - 31.05.02 All groundcover areas shall be pruned to maintain a neat edge along planter box walls.
 - 31.05.03 A three (3) foot clearance shall be maintained around trees and shrubs within all groundcover areas.
 - 31.05.04 Any runners that start to climb or encroach onto buildings and plant materials shall be pruned out and removed from said areas.
 - 31.05.05 Prune groundcover back from roadways, walkways, and trails.
 - 31.05.06 To maintain height control, cut back/thin those groundcover areas identified and shown in Exhibit P-7.
- 31.06 Remove and place in green waste pile all clippings the same day that plant materials are pruned or trimmed.
- 31.07 Contractor shall remove all pruning and trimming debris from work areas daily.
- 31.08 Contractor shall place all debris in the Arboretum's Green Waste area which will be stored and eventually reduced to mulch and used in areas of the Arboretum designated by the Director or Designee.
- 31.09 Special emphasis shall be placed upon public safety during pruning operations, particularly those areas adjacent to roadways.
- 31.10 All equipment utilized shall be clean, sharpened, and expressly designed for pruning.

32.0 PRUNING AND HEDGE TRIMMING - Frequency

- 32.01 Clearance pruning of trees for safety; once a month or as instructed by the Director or Designee.
- 32.02 Pruning shrubs for safety (vehicular and pedestrian visibility and access); once a month or as instructed by the Director or Designee.
- 32.03 Pruning informal shrubs as identified in Exhibit P-6; once a month or as instructed by the Director or Designee.

- 32.04 Pruning formal hedges as identified in Exhibit P-5; twice per month, from April thru September; and once every two months, from October thru March.
- 32.05 Prune groundcover adjacent to walkways, roadways and trails; four (4) times per year or as instructed by the Director or Designee.
- 32.06 Cut back/thin groundcover areas identified in Exhibit P-7 to maintain height control; once per year in March.

33.0 SWEEPING - Operation

- 33.01 Check concrete areas for cracks, crevices and deterioration and notify Director or Designee in writing within twenty-four (24) hours of discovery. Barricade hazards immediately.
- 33.02 Walkways, steps, picnic pads, picnic shelters, and patios shall be cleaned including but not limited to: the removal of all foreign objects from surfaces such as gum, grease, paint, graffiti, broken glass, etc.
- 33.03 Methods for sweeping of designed areas can require any or all of the following:
 - a. Power pack blowers
 - b. Vacuums
 - c. Brooms
 - d. Push power blowers
 - e. Power Wash
- 33.04 In the event the Contractor elects to use power equipment to complete such operations, Contractor shall be subject to local ordinances regarding noise levels. Contractor shall not use any power equipment prior to 6:00 a.m. or after 9:00 a.m. Further, any schedule of such operations may be modified by Director or Designee in order to ensure that the public is not unduly impacted by the noise created by such equipment.
- 33.05 Supplemental hand sweeping of parking lot corners and other parking lot areas are required in those areas inaccessible to power equipment.
- 33.06 Contractor, at its sole expense, shall provide for the sweeping of three (3) parking lot areas that serve the Arboretum facility. Said method of

operation shall include a power sweeper and can be part of the Contractor's operation or accomplished by a third party Contractor.

- 33.07 Contractor is responsible for the sweeping of the stairs leading up the side of the waterfall adjacent to the Talloc Knoll Area, identified in Exhibit P-11. Contractor shall power wash waterfall steps to remove algae growth, five (5) times per year, or as instructed by the Director or Designee.

34.0 SWEEPING - Frequency

- 34.01 Sweeping of hard surface areas, parking lot corners and inaccessible areas, walks, steps; twice per week.
- 34.02 Sweeping of the three (3) parking lot areas that serve the Arboretum facility; (twice per week) Monday and Friday.
- 34.03 Sweeping of the Arboretum interior asphalt roads and walkways; (twice per week) Monday and Friday.
- 34.04 Sweeping frequencies may increase or decrease as directed by the Director or Designee.

35.0 WASHING - Operation

During the days of operation, Contractor shall pick up and dispose of in a container all bird and animal excrement within the hard surface areas and shall immediately spot wash the areas with a brush/broom to remove as much of the remaining material as possible.

36.0 PICNIC AREAS - Operation

- 36.01 Picnic tables, benches, slabs, and trash containers and receptacles shall be cleaned and sanitized to ensure safe use by the public.
- 36.02 Picnic table pads/shelters shall be thoroughly washed (cleaned) to remove accumulated materials.
- 36.03 Picnic tables and benches shall be checked for graffiti, carvings, looseness of planks or braces, cleanliness and general needs for repair and if discovered notify the Director or Designee.
- 36.04 Garbage and left over food in and around cooking and picnic facilities shall be removed.

36.05 The entire picnic area (including the southern area) shall be kept free of broken glass, cans, pop tops, paper, etc.

37.0 PICNIC AREAS - Frequency

37.01 Daily Operations - Five (5) days a week.

- Inspect for safety tables and benches.
- Empty trash containers.
- Remove litter.
- Spot clean and disinfect tables, pads, benches.

37.02 Weekly Operations - Once per week.

- Wash, clean and disinfect picnic pads, tables, benches and trash containers.

38.0 RODENT CONTROL - Operation

38.01 All areas shall be maintained free of rodents including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees and irrigation system. Best Practices should be used in the abatement of rodent population. This can include, but not limited to, the use of traps and or chemical abatement. Director or Designee must approve abatement method prior to it being implemented.

38.02 Effects of rodent activity: holes, mounds, etc., shall be backfilled, removed or raked level before mowing the facilities.

38.03 Infestation eradication means the elimination of all rodents present at the time of treatment. If the kill is not complete within forty-eight (48) hours, area shall be retreated, at Contractor's expense, until eradication is complete.

39.0 RODENT CONTROL - Frequency

39.01 Inspect for evidence of rodent infestation and eradicate by approved method, twice per week, one hundred and four (104) times per year.

39.02 Level, backfill or remove effects of infestation; prior to mowing.

40.0 SWALES AND DRAINS - Operation

40.01 Contractor shall maintain all swales and drains in an operable condition, and free of siltation, debris, and impeding plant growth so that water will have an unimpeded passage to its outlet, by performing the hereinafter specified operations and all other work incidental thereto.

40.02 Swales shall be inspected and kept clear of all silt, debris and litter.

40.03 Drains and collection boxes shall be cleaned and cleared of all debris.

40.04 Drain grates shall be inspected to restrict hazards. Contractor shall immediately inform the Director or Designee of any broken or missing grates, and secure same to keep the area safe for public use.

41.0 SWALES AND DRAINS - Frequency

41.01 Swales, inspection and clearance; twice per month.

41.02 Drains; cleaned and cleared; twice per month.

42.0 SERVICE, STORAGE, AND NURSERY AREAS

42.01 County, at its discretion, may provide storage and office facilities for Contractor's use within the premises. In such case, Contractor is prohibited from use of said facility for the conduct of any of its business interests that are outside the scope of this Contract. Further, said facility shall not be used for human habitation, other than a night-watchman or patrolman as specifically approved by the Director or Designee.

42.01.01 Contractor, at its own risk, may store equipment and materials required for maintenance of the premises in said facility. However, Contractor must, at all times, employ the use of safety standards and handling procedures as are applicable to such equipment and materials.

42.02 Contractor shall not dispose of hazardous materials on the premises. All such hazardous materials collected on the premises shall be properly stored on a temporary basis, thereafter to be disposed of by Contractor at an approved disposal site.

42.03 Damage or loss to Contractors equipment, materials and/or personal property shall be at Contractor's sole risk and expense. Contractor

hereby agrees to hold County harmless and waive any claims for damage for loss of use of any equipment, materials and/or property that may occur at County provided storage facilities.

42.04 Undesirable materials, including but not limited to trash, accumulated debris, equipment that is no longer usable for the purpose it was intended for, shall be removed from the service, storage, and nursery areas.

43.0 SERVICE, STORAGE, AND NURSERY AREAS - Frequency

43.01 Cleaning, sweeping of service, storage, and nursery areas; once per month.

43.02 Removal of undesirable materials accumulated debris and unusable equipment; as needed.

44.0 GROUP II SITE INSPECTION/REPORTING - General Landscape Maintenance

44.01 Immediately prior to proceeding with any Group II task, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation.

44.02 If an operation cannot be thoroughly completed within the designated time frame, the monitor shall be immediately notified through the Contractor's communication network.

45.0 GROUP II MANAGEMENT/SUPERVISION - General Landscape Maintenance

45.01 Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies and equipment.

45.02 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or Designee.

45.03 Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates

and time lines. An outline of the task requirements, schedule, and time lines for each facility shall be kept with each operating crew.

- 45.04 Contractor executive, management, or supervisory staff shall provide ongoing follow up behind operations to ensure compliance. Neither County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of Contractor's staff.

GROUP III

46.0 RENOVATION/TURF - Operation

46.01 Care shall be taken to avoid unnecessary or excessive injury to the turf grass.

46.02 Sweep or rake the dislodged thatch from the turf areas and place in Arboretum Green Waste area.

46.03 Standard Verti-Cutting type equipment shall be used.

46.04 Renovation - Turf

- a. Mow turf to a 1" inch height, level and remove all excessive thatch in turf area. Sprinkler heads are to remain one inch below the final grade.
- b. After thatch is removed and upon completion of Verti-cutting all turf areas shall be seeded, fertilized and watered.
- c. Areas to be overseeded will be seeded utilizing blends or mixtures at the rate application recommended by the Director or Designee.

46.05 Where trees and shrubs occur in turf areas, all grass growth shall be limited to least thirty six (36) inches from the trunks of trees and twelve (12) inches away from the dripline of shrubs and top with mulch to a depth of three (3) inches, or as specified by the Director or Designee.

47.0 RENOVATION/TURF - Frequency

47.01 Renovate mow turf areas identified in Exhibit P-2 and P-3; once per year in late February.

48.0 TURF RESEEDING/RESTORATION OF BARE AREAS - Operation

48.01 Overseed all damaged, vandalized or bare areas to re-establish turf to an acceptable quality.

48.02 Areas to be overseeded will be seeded utilizing blends or mixtures at the rate of application identified by the Director or Designee.

49.0 WATERING AND IRRIGATION SYSTEM MANAGEMENT

49.01 Since water requirements by plants vary according to the plants and season, and a particular year, extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed, as well as the varieties, shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to: hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

49.02 To provide adequate soil moisture, consideration must be given to the soil conditions, humidity, minimizing runoff and the relationship of conditions which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

49.03 Watering shall be regulated to avoid interference with any use of the facility's roadways, paving, walks, or areas as designated for scheduled special events.

49.04 Contractor shall be responsible for the monitoring of the automatic controllers, valves, and sprinkler heads in managing the overall irrigation

water delivery system of the area. All irrigation systems shall be regularly inspected and tested in accordance with the specifications and frequencies specified herein by performing the following tasks:

- a. Monitoring and activating manual valves.
- b. Inspecting and reporting of irrigation system status.
- c. Adjusting and cleaning of sprinkler heads (this may require the removal of the sprinkler head for this function).
- d. Flushing irrigation pipelines.

49.05 County is responsible for the maintenance of the irrigation system, except areas identify in Exhibit P-9. Contractor shall notify Director or Designee of any damage or inoperable components indicating the problem, location and type of irrigation equipment.

50.0 IRRIGATION SYSTEM OPERABILITY AND TESTING - Operation

50.01 In order to ensure the operability of the irrigation system, Contractor shall cycle controller(s) through each station manually and automatically to check the function of all facets of the irrigation system and report any damage or incorrect operation to the Director or Designee.

50.02 During the testing Contractor shall:

- a. Adjust all sprinkler heads for correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread of onto roadways, sidewalks, hard surface areas and private property.
- b. Unplug clogged heads and flush lines to free lines of rocks, mud and debris.
- c. Record and report all system malfunctions, damage and obstructions to the Director or Designee for corrective action.

50.03 In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.

50.04 Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Director or Designee.

51.0 IRRIGATION SYSTEM OPERABILITY AND TESTING - Frequency

Operation and maintenance of the irrigation system shall receive no less than the following:

51.01 Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads; once per week or more frequently if problems/conditions indicate a need.

51.02 Adjust and correct for coverage; once per week.

51.03 Unplug clogged heads, flush lines to free lines of rocks, mud and debris; as needed.

51.04 Schedule controllers; as needed to comply with watering requirements of the premises.

51.05 Irrigate to maintain adequate growth and appearance; as needed by hand watering, operation of manual valves, proper utilization of controllers and the bleeding of valves; once per week.

51.06 If an automatic irrigation system, or a portion of a system malfunctions, the Contractor, when authorized by monitor, is responsible for the manual manipulation of that system.

52.0 GROUP III SITE INSPECTION/REPORTING

52.01 Immediately prior to proceeding with any Group III task, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation.

52.02 If an operation cannot be thoroughly completed within the designated time frame, the monitor shall be immediately notified through the Contractor's communication network.

52.03 Every crew or supervisor arriving upon a site has the responsibility of reporting malfunctions or emergencies and to mitigate hazards.

52.04 The reporting of malfunctions, hazards, and emergencies shall be done in accordance with instructions received from monitors.

53.0 GROUP III MANAGEMENT/SUPERVISION

- 53.01 Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.
- 53.02 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or Designee.

GROUP IV

54.0 BALDWIN AVENUE AND DEPOT LOT/RESEARCH FIELD MAINTENANCE

- 54.01 Contractor is responsible for maintaining the landscape of those areas as identified in Exhibit P-10.
- 54.02 Contractor, per Section 23 of this SOW, is responsible for trash litter and debris removal; once per week.
- 54.03 Contractor, per Section 21 of this SOW, is responsible for weed removal including the removal of seedlings and volunteer plant materials; two (2) times per month.
- 54.04 Contractor, per Section 31 of this SOW, is responsible for pruning all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming. Under no circumstances shall hedge shears be used as a means of pruning.
- 54.05 Contractor, per Sections 49, 50, and 51 of this SOW, is responsible for irrigating and monitoring the application of water onto said areas in order to minimize the amount of run-off; once per week.

54.06 Contractor is responsible for mowing Research Field two (2) times per year from March through June; and one (1) time per month from July through February; or sixteen (16) times per year.

55.0 GROUP IV SITE INSPECTION/REPORTING

55.01 Immediately prior to proceeding with any Group IV task, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation.

55.02 If an operation cannot be thoroughly completed within the designated time frame, the monitor shall be immediately notified through the Contractor's communication network.

55.03 Every crew or supervisor arriving upon a site has the responsibility of reporting malfunctions or emergencies and to mitigate hazards.

55.04 The reporting of malfunctions, hazards, and emergencies shall be done in accordance with instructions received from monitors.

56.0 GROUP IV MANAGEMENT/SUPERVISION

56.01 Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.

56.02 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or Designee.

SPECIFIC REQUIREMENT

57.0 LOCKS AND KEYS

57.01 County may develop an initial chain and lock system with a specific number of replacement locks for trash containers, restrooms, gates and valve/pump cover boxes during the term of this Contract. Contractor shall be responsible for purchasing similar locks upon loss of any County-owned locks initially provided to Contractor. County shall provide

Contractor on a one for one exchange, locks that have been vandalized or are inoperable.

57.02 Contractor may provide a chain and lock system, at Contractor's expense, for trash containers located throughout the Arboretum for the purposes of securing and limiting the removal or tipping of the containers.

57.03 Key Control

- a. Contractor shall be responsible for the series of keys assigned to them and will in turn assign these keys to their personnel for use in maintaining these facilities.
- b. The Contractor will be held responsible for the proper use and safe keeping of all keys issued by the County to the Contractor.
- c. Contractor shall report all lost or stolen keys to the Director or Designee within twenty-four (24) hours of discovery of the loss. Contractor shall reimburse the County for the cost as determined by the Director or Designee, of rekeying the facility or duplicating additional keys.
- d. Upon termination, cancellation or expiration of this Contract all keys received by the Contractor shall be returned to the Director or Designee.
- e. California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six (6) months imprisonment or a Five Hundred Dollar (\$500) fine or both.

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EXHIBIT B

PRICING AND BILLING PERFORMANCE FREQUENCIES

PRICING AND BILLING PERFORMANCE FREQUENCIES

FACILITY: The Los Angeles County Arboretum and Botanic Garden
301 North Baldwin Avenue
Arcadia, California 91007

SOW		Annual Frequencies	Cost	Annual Cost
	GROUP I			
	Mowing			
13, 14	a. General Turf Area			
	- April thru November, once a week	35	<u>\$625.00</u>	<u>\$21,875.00</u>
	- December thru March, once every two weeks	8	<u>\$525.00</u>	<u>\$4,200.00</u>
13, 14	b. Rose Garden and Surrounding Areas (K-2)			
	- April thru November, once a week	35	<u>\$201.00</u>	<u>\$7,035.00</u>
	- December thru March, once every two weeks	8	<u>\$205.00</u>	<u>\$1,640.00</u>
	Fertilization			
17, 18	a. All Turf Areas per Specifications	2	<u>\$502.00</u>	<u>\$1,004.00</u>
17, 18	b. All Plant Areas per Specifications	2	<u>\$510.00</u>	<u>\$1,020.00</u>
19	Site Inspection and Reporting			
	a. Per Requirements	43	<u>\$4.00</u>	<u>\$172.00</u>
20	Group I Management/Supervision	43	<u>\$6.00</u>	<u>\$258.00</u>

\$37,204.00
=====

Group I Total On-Going Costs per Year

SOW		Annual Frequencies	Cost	Annual Cost
	GROUP II			
	Mechanical Edging			
21, 22	a. Turf Area, per Exhibit K-2	26	<u>\$110.00</u>	<u>\$2,860.00</u>
21, 22	b. Other Turf Areas, per Exhibit K-3	26	<u>\$96.00</u>	<u>\$2,496.00</u>

*Cost per frequency must be reasonable representation of the hours and cost to complete the required task

PRICING AND BILLING PERFORMANCE FREQUENCIES

FACILITY: The Los Angeles County Arboretum and Botanic Garden
301 North Baldwin Avenue
Arcadia, California 91007

21, 22	c. Ground Cover Areas (Adjacent Turf Areas)	12	<u>\$114.00</u>	<u>\$1,368.00</u>
21, 22	d. Detail Turf Around Irrigation Equipment	26	<u>\$125.00</u>	<u>\$3,250.00</u>
Weed Removal				
23, 24	a. Mechanically Hand Remove Weeds	52	<u>\$146.00</u>	<u>\$7,592.00</u>
23, 24	b. Chemically Spot Treat with Spray Systemic to Control Weeds	52	<u>\$197.00</u>	<u>\$10,244.00</u>
24, 02.01	- Oak Grove Area: Spot Treat	26	<u>\$138.00</u>	<u>\$3,588.00</u>
Litter Control				
25, 26	a. Developed Areas	280	<u>\$14.00</u>	<u>\$3,640.00</u>
25, 26	b. Arboretum Trails/Slope Areas	52	<u>\$9.00</u>	<u>\$468.00</u>
Trash Containers				
27, 28	a. Empty All Exterior Trash Containers	280	<u>\$12.00</u>	<u>\$3,120.00</u>
27, 28	b. Empty Exterior Trash Containers, located at Arboretum Main Entrance and Picnic Areas	280	<u>\$10.00</u>	<u>\$2,600.00</u>
27, 28	c. Clean and Disinfect All Exterior Trash Containers	12	<u>\$7.00</u>	<u>\$84.00</u>
27, 28	Trash Bin Contents-Removal from Site	52	<u>\$335.00</u>	<u>\$17,420.00</u>
Raking				
31, 32	a. Turf under Trees	12	<u>\$33.00</u>	<u>\$396.00</u>
31, 32	b. Landscaped Beds and Planters	12	<u>\$42.00</u>	<u>\$504.00</u>
Clearance Pruning/Hedge Trimming				

*Cost per frequency must be reasonable representation of the hours and cost to complete the required task

PRICING AND BILLING PERFORMANCE FREQUENCIES

FACILITY: The Los Angeles County Arboretum and Botanic Garden
301 North Baldwin Avenue
Arcadia, California 91007

SOW	GROUP II	continued	Annual Frequencies	Cost	Annual Cost
33, 34	a.	Tree Safety Clearance	12	<u>\$27.000</u>	<u>\$324.00</u>
33, 34	b.	Shrub Safety Clearance	12	<u>\$20.00</u>	<u>\$240.00</u>
33, 34	c.	Informal Hedge Trimming	12	<u>\$23.00</u>	<u>\$276.00</u>
33, 34	d.	Formal Hedge Trimming			
		April thru September, twice per month	12	<u>\$17.00</u>	<u>\$204.00</u>
		October thru March, once every two months	3	<u>\$17.00</u>	<u>\$51.00</u>
33, 34	e.	Groundcover Pruning Adjacent to Hard Surfaces and Trails	4	<u>\$23.00</u>	<u>\$92.00</u>
33, 34	f.	Cutback/Thin Groundcover Areas	1	<u>\$302.00</u>	<u>\$302.00</u>
		Sweeping			
35, 36	a.	Concrete Walkways, Steps, Parking Lot Corners, Inaccessible Areas	104	<u>\$12.00</u>	<u>\$1,248.00</u>
35, 36	b.	Parking Lot	104	<u>\$11.00</u>	<u>\$1,144.00</u>
35, 36	c.	Arboretum Interior Asphalt Roads & Walkways	104	<u>\$10.00</u>	<u>\$1,040.00</u>
		Washing			
37	a.	Pick up and Wash Hard Surface Areas to Remove Bird and Animal Excrement	52	<u>\$4.00</u>	<u>\$208.00</u>
		Picnic Areas			
38, 39	a.	Safety Inspect Tables and Benches, Empty Trash Containers, Remove Litter and Spot	52	<u>\$6.00</u>	<u>\$312.00</u>

*Cost per frequency must be reasonable representation of the hours and cost to complete the required task

PRICING AND BILLING PERFORMANCE FREQUENCIES

FACILITY: The Los Angeles County Arboretum and Botanic Garden
301 North Baldwin Avenue
Arcadia, California 91007

SOW	GROUP II	continued	Annual Frequencies	Cost	Annual Cost
		Clean/Disinfect Tables, Pads and Benches	260	<u>\$4.00</u>	<u>\$1,040.00</u>
38, 39		b. Wash, Clean, Disinfect Picnic Pads/Shelters Tables, Benches and Trash Containers	52	<u>\$6.00</u>	<u>\$312.00</u>
		Rodent Control			
40, 41		a. Inspect/Control Per Specifications -	104	<u>\$9.00</u>	<u>\$936.00</u>
		Swales and Drains			
42, 43		a. Swales, Inspection & Clearance	24	<u>\$27.00</u>	<u>\$648.00</u>
42, 43		a. Drains, Cleaned & Cleared	24	<u>\$20.00</u>	<u>\$480.00</u>
44, 45		Service, Storage, and Nursery Areas			
		a. Maintain Per Specifications - Sections 45 & 46	12	<u>\$14.00</u>	<u>\$168.00</u>
46		Site Inspection and Reporting			
		a. Per Requirements	260	<u>\$3.00</u>	<u>\$780.00</u>
47		Management/Supervision			
		a. Group II Management/Supervision	260	<u>\$6.00</u>	<u>\$1,560.00</u>
Group II Total On-Going Costs Per Year					<u>\$70,995.00</u> =====
SOW	GROUP III		Annual Frequencies	Cost	Annual Cost
		Renovation/Turf			
48, 49		a. Mow and Renovate Turf Areas per Specifications	1	<u>\$5,033.00</u>	<u>\$5,033.00</u>
		Watering/Irrigation			
52, 53		a. Inspect, Unplug Clogged Heads	52	<u>\$794.00</u>	<u>\$41,288.00</u>

*Cost per frequency must be reasonable representation of the hours and cost to complete the required task

PRICING AND BILLING PERFORMANCE FREQUENCIES

FACILITY: The Los Angeles County Arboretum and Botanic Garden
301 North Baldwin Avenue
Arcadia, California 91007

52, 53	b. Hand Water, Operate Controllers and Manual Valves	52	<u>\$296.00</u>	<u>\$15,392.00</u>
54	Site Inspection and Reporting a. Per Requirements	52	<u>\$3.00</u>	<u>\$156.00</u>
55	Management/Supervision a. Group III Management/Supervision	52	<u>\$6.00</u>	<u>\$312.00</u>
Group III Total On-Going Costs Per Year				<u>\$62,181.00</u>

SOW		Annual Frequencies	Cost	Annual Cost
	GROUP IV			
	Baldwin Avenue & Depot Lot/Research Field Maintenance			
58.02	a. Litter/Debris Removal	52	<u>\$5.00</u>	<u>\$260.00</u>
58.03	b. Weed Control	24	<u>\$34.00</u>	<u>\$816.00</u>
58.04	c. Pruning/Trimming	2	<u>\$32.00</u>	<u>\$64.00</u>
58.05	d. Irrigation/Watering	52	<u>\$32.00</u>	<u>\$1,664.00</u>
58.06	e. Mowing - Research Field	16	<u>\$42.00</u>	<u>\$672.00</u>
57	Site Inspection and Reporting a. Per Requirements	52	<u>\$3.00</u>	<u>\$156.00</u>
58	Management/Supervision a. Group IV Management/Supervision	52	<u>\$6.00</u>	<u>\$312.00</u>
Group IV Total On-Going Costs Per Year				<u>\$3,944.00</u>

*Cost per frequency must be reasonable representation of the hours and cost to complete the required task

PRICING AND BILLING PERFORMANCE FREQUENCIES

FACILITY: The Los Angeles County Arboretum and Botanic Garden
301 North Baldwin Avenue
Arcadia, California 91007

COST SUMMARY

GROUP I	<u>\$37,204.00</u>
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GROUP II	<u>\$70,995.00</u>
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GROUP III	<u>\$62,181.00</u>
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GROUP IV	<u>\$3,944.00</u>
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TOTAL ANNUAL CONTRACT COSTS	<u>\$174,324.00</u>
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*Cost per frequency must be reasonable representation of the hours and cost to complete the required task

APPENDIX C

CONTRACTOR'S QUALITY CONTROL PLAN

Quality Control Plan

All aspects of landscape maintenance and irrigation are monitored to ensure compliance with the Contract as stated in the Statement of Work, Exhibit B. The quality control plan which will be implemented by our company will include an annual maintenance task schedule. The items on the task schedule will be reviewed by the Area Field Supervisor who will review it with the Foreman and Gardeners on site. The Area Field Supervisor will be assigned to inspect the properties a minimum of two (2) times per week. A landscape job-walk will be scheduled one (1) time each month to develop a landscape punch list for our crews.

A written landscape punch list report will document all monitoring results. A copy of this punch list report will be mailed to the contract monitor and will also be given to our Field Supervisor and Foreman so our crews can address and implement the punch list items into their daily work routine. The Field Supervisor and Foreman will inspect these punch list items to ensure the work was completed and done properly.

Lorenzo Gomez, Area Field Supervisor, will be responsible for the overall management of the landscape maintenance operations. Mr. Gomez has extensive landscape field experience and has been employed with our company for over 26 years. A landscape maintenance foreman will also be assigned to oversee and supervise the day to day landscape maintenance work of our crews.

Veronica Avila, Customer Service Manager, receives and manages all our service calls from our clients. A work order is written and distributed to our Field Operations Manager, Field Supervisor and Foreman. Once the work has been completed by our crews, our Field Supervisor inspects the work to make sure it was completed properly and in a professional manner. Our Customer Service Manager follows up with our clients to inform them that the work they requested has been completed and to make sure they are satisfied with the job performed.

Inspection records will include our written monthly landscape punch list reports which will be provided to the County Monitor. These records will be kept at our office for review should other County personnel wish to review.

Please see the attached sample forms that are used in our frequent monitoring.

- o Irrigation Repair work Log
- o Field Deficiency Report
- o Authorization for Work
- o Task Schedule (Sample)
- o Inspection Sheets (Sample)

Any claims for damage to personal or Los Angeles County Parks property will be handled by our Customer Service Manager, Veronica Avila. Ms. Avila will gather the information from the claimant and work directly with our Field Superintendent and Field Supervisor to resolve the situation. Should a conflict of interest situation occur at any time, David Melillo, Operations Manager will be immediately notified to investigate and handle the situation.



Conejo Crest
Landscape Management

FIELD DEFICIENCY REPORT

Date: _____

Reported to: _____

Job: _____

Location: _____

Deficiency to Report: _____

Reported by: _____

TASK SCHEDULE

ALTADENA PARKS -ALTADENA TRIANGLE

TASK FREQUENCY LIST - JANUARY

FREQUENCY	TASK	DESCRIPTION	S	M	T	W	T	F	S
1X / 2 Weeks	Mowing (Dec. - March)	Mowing operation shall be performed in a workmanlike manner without scalping or allowing excessive cuttings to remain. Turf shall be mowed with a reel - type mower and configured so that the outer edges of the blade shall extend 18" to 24" beyond the outer edge of the wheel. Mowing height shall be no less than 3/4" and may be set as high as 4" with normalcy based upon turf species and site conditions. Walkways shall be cleaned immediately following each mowing so that no debris create a hazardous condition.		X				X	
Weekly	Weed Removal	All grass like type weeds, morning glory or vine weed types, ragweed or other underground spreading weeds shall be kept under strict control. Remove or control weeds from abed planters, walkways, ball diamonds, hard court areas, picnic pavilions, drainage areas, play areas, patios, expansion joints. Weeds treated using a weed chemical shall be left in place for (7) days. If not killed, additional application shall be made. After complete kill, remove all dead weeds from areas. Spot treat with an herbicide. In areas where it is impractical to use chemicals, No water shall be applied treated areas (48) hours after each application.		X					
Monthly (Week 4)	Weed Removal	Barb Areas		X					
Monthly (Week 4)	Weed Removal	Undeveloped Areas		X					
Daily	Litter Control	Developed - Turf beds, planters, walkways, hard courts areas, play areas, arenas, picnic pavilions, stadium areas, sand areas, patios, drainage areas, areas on slopes from toe or top of slope to (10) feet up or down the slope adjacent to developed areas, roadways, parking lots, service yards, and lakes and streams. Must be completed by 10:00 a.m.	X	X	X	X	X	X	X
Daily	Empty Exterior trash cans	Remove all necessary trash bins and off - site removal of all trash and accumulated debris to an approved disposal site.	X	X	X	X	X	X	X

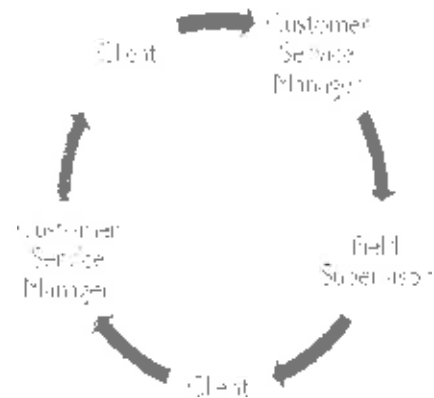
Monthly Landscape Inspection Report

Location:			Month:	Date:
			Acceptable	Not Acceptable
<input type="checkbox"/> Weeds	<input type="checkbox"/> Trash/Debris	<input type="checkbox"/> Rodents	<input type="checkbox"/> Insects/Diseases	<input type="checkbox"/> Shrubs/Vines
<input type="checkbox"/> Trees	<input type="checkbox"/> Irrigation	<input type="checkbox"/> Groundcover	<input type="checkbox"/> Turf	<input type="checkbox"/> Fertilizer
<input type="checkbox"/> Enclosures	<input type="checkbox"/> Annual Color	<input type="checkbox"/> Trash Cans	<input type="checkbox"/> Lighting	<input type="checkbox"/> Detention Basins
<input type="checkbox"/> "V" Ditches	<input type="checkbox"/> Stamped Concrete/Parking Lots	<input type="checkbox"/> Drinking & Ornamental Fountains	<input type="checkbox"/> Security	<input type="checkbox"/> Pet Stations
<input type="checkbox"/> Vision/Trip/Slips Hazards	<input type="checkbox"/> Silt Run-off	<input type="checkbox"/> Private Trimmings	<input type="checkbox"/> Tree Staking	<input type="checkbox"/> C/G Weeds & Debris
Notes:				

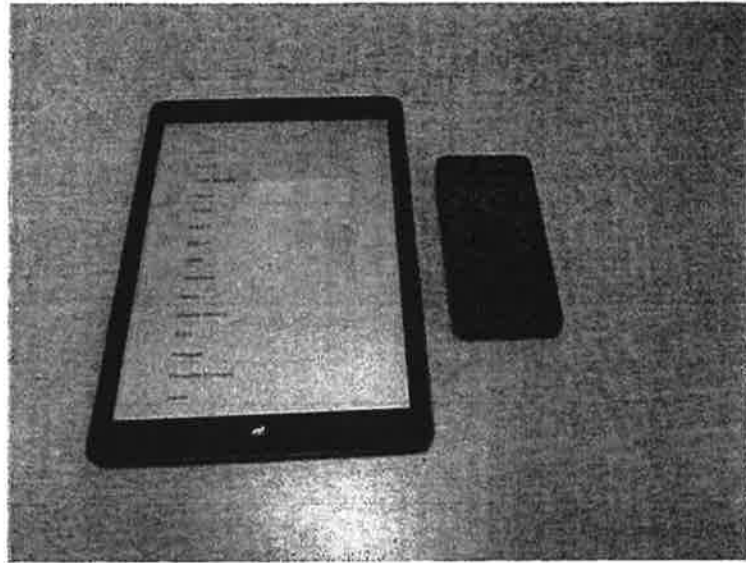
Location:			Month:	Date:
			Acceptable	Not Acceptable
<input type="checkbox"/> Weeds	<input type="checkbox"/> Trash/Debris	<input type="checkbox"/> Rodents	<input type="checkbox"/> Insects/Diseases	<input type="checkbox"/> Shrubs/Vines
<input type="checkbox"/> Trees	<input type="checkbox"/> Irrigation	<input type="checkbox"/> Groundcover	<input type="checkbox"/> Turf	<input type="checkbox"/> Fertilizer
<input type="checkbox"/> Enclosures	<input type="checkbox"/> Annual Color	<input type="checkbox"/> Trash Cans	<input type="checkbox"/> Lighting	<input type="checkbox"/> Detention Basins
<input type="checkbox"/> "V" Ditches	<input type="checkbox"/> Stamped Concrete/Parking Lots	<input type="checkbox"/> Drinking & Ornamental Fountains	<input type="checkbox"/> Security	<input type="checkbox"/> Pet Stations
<input type="checkbox"/> Vision/Trip/Slips Hazards	<input type="checkbox"/> Silt Run-off	<input type="checkbox"/> Private Trimmings	<input type="checkbox"/> Tree Staking	<input type="checkbox"/> C/G Weeds & Debris
Notes:				

Communication

Our Foreman, Irrigation Technicians and Landscape Maintenance Foreman are all equipped with a Samsung Convoy 2, which enables our employees to be in constant communication with our main office. Employees have the capability to send and receive text message alerts. Should a problem arise on the field, employees can contact either the Field Supervisor or our Customer Service Manager. The customer service manager will also be in constant communication with the field employees for any tasks that need to be completed right away.



Our Field Supervisors are furnished with Smart Phones and iPads so they may communicate with our office and customers more efficiently and at a moments notice. Both the Smart Phones and iPads have cameras so our Field Supervisors may take photographs out in the field to better communicate with our clients on field situations.



Proposers Ability to Respond and Provide Back-up Staff and Equipment in Emergencies:

Our service yards are located in Van Nuys, Simi Valley, Ventura and Palmdale which will enable our company to respond at a moments notice for all emergency situations. Our Van Nuys location is nearby the site locations and will be able to provide access for our company's back up crews and fleet of trucks and equipment. Our company currently has a fleet of over 75 vehicles and over \$2,000,000.00 in equipment inventory.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Conejo Crest Landscape, Inc.

Company Name

16435 Hart Street, Van Nuys CA 91406

Address

01-0829343

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	()

David L. Melito
Signature

4/8/2016

Date

David L. Melito, Operations Manager
Name and Title of Signer (please print)

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT MANAGER:

Name: Mr. Timothy Phillips
Title: LA County Arboretum and Botanic Garden Superintendent
Address: 301 N. Baldwin Ave.,
Arcadia, CA 91007
Telephone: (626) 821-3208 Facsimile: _____
E-Mail Address: tphillips@parks.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: _____
Title: _____
Address: _____

Telephone: _____ Facsimile: _____
E-Mail Address _____

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Conejo Crest Landscape, Inc.

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Moses Hernandez

Title: Field Supervisor

Address: 16435 Hart Street, Van Nuys CA 91406

Telephone: 818-988-9696

Facsimile: 818-988-4934

E-Mail Address: mhernandez@conejocrest.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: David L. Melito

Title: Operations Manager

Address: 16435 Hart Street, Van Nuys CA 91406

Telephone: 818-988-9696

Facsimile: 818-988-4934

E-Mail Address: dmelito@conejocrest.com

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: David L. Melito

Title: Operations Manager

Address: 16435 Hart Street, Van Nuys CA 91406

Telephone: 818-988-9696

Facsimile: 818-988-4934

E-Mail Address: dmelito@conejocrest.com and vavila@conejocrest.com

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR CONFIDENTIALITY CERTIFICATION

CONTRACTOR NAME Conejo Crest Landscape, Inc.

Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

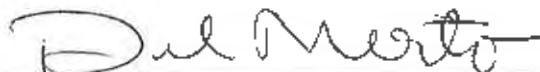
Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____



DATE: 7 / 8 / 2016

PRINTED NAME: _____

David L. Melito

POSITION: _____

Operations Manager

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

EXHIBIT H

PREVAILING WAGE DETERMINATIONS

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



December 27, 2007

**IMPORTANT NOTICE
TO AWARDING BODIES AND INTERESTED PARTIES
REGARDING
THE PREVAILING WAGE RATES BELOW THE CALIFORNIA MINIMUM WAGE**

In accordance with Labor Code Sections 1770, 1773, and 1773.1, the Director of the Department of Industrial Relations is responsible for determining the prevailing wage rates for each worker employed on public works projects of more than \$1,000.

Effective on January 1, 2008, the minimum wage in California will increase to eight dollars (\$8.00) per hour. The Director's prevailing wage determinations shall not be below the California minimum wage. Each employer is required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by these determinations must also be paid.

If the California minimum wage is increased in the future to an amount above that shown in a prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-IML-2008-1

ISSUE DATE: February 22, 2008

EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments						Straight-Time		Overtime
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	\$8.00	-	-	^a 0.115	0.17	-	8	^b 8.285	^b 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8	8.47	12.47
Kern	8.00	-	-	^c 0.16	0.17	-	8	^b 8.33	^b 12.33
	10.00	-	-	^d 0.27	0.46	-	8	^b 10.73	^b 15.73
Los Angeles	8.00	0.89	-	^e 0.115	0.14	-	8	^b 9.145	^b 13.145
Orange	8.00	-	-	^f 0.11	0.11	-	8	^b 8.22	^b 12.22
Riverside	8.00	-	-	^g 0.20	0.16	-	8	^b 8.36	^b 12.36
San Diego	8.00	-	-	0.22	0.115	-	8	8.335	12.335
	8.00	-	-	0.24	0.12	-	8	8.36	12.36
San Luis Obispo	8.00	-	-	^h 0.15	0.15	-	8	8.30	12.30
	8.00	-	-	ⁱ 0.16	0.16	-	8	8.32	12.32
Santa Barbara	8.00	-	-	^j 0.12	0.12	-	8	^b 8.24	^b 12.24
	8.00	-	-	^j 0.13	0.13	-	8	^b 8.26	^b 12.26
Ventura	8.00	-	-	0.115	0.16	-	8	8.275	12.275
	8.00	2.97	-	^j 0.19	0.26	-	8	^b 11.42	^b 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

^a \$0.22 after 3 years of service.

^f \$0.22 after 4 years of service.

^b Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.

^g \$0.40 after 3 years of service.

^h \$0.25 after 2 years of service.

ⁱ \$0.27 after 2 years of service.

^c \$0.31 after 2 years of service.

^j \$0.38 after 3 years of service.

^d \$0.54 after 2 years of service; \$0.81 after 3 years of service.

^k \$0.29 after 2 years of service.

^e \$0.24 after 3 years of service; \$0.37 after 7 years of service.

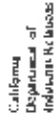
^l \$0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

EXHIBIT I

PUBLIC WORKS PAYROLL REPORTING FORM



PUBLIC WORKS PAYROLL REPORTING FORM

[illegible]

Page 2 of 2

FOOTNOTES - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary.

CERTIFICATION MUST be completed
(See reverse side)

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)

I, _____, the undersigned, am the
(Name – print)

_____ with the authority to act for and on behalf of
(Position in business)

_____, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of _____
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.

Date: _____

Signature: _____

A public entity may require a stricter and/or more extensive form of certification.

EXHIBIT J

**INTERNAL REVENUE SERVICE NOTICE
NO. 1015**



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2015)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax.

However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2015 are less than \$53,267 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify

the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2016.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/irm/pubs. Or you can go to www.irs.gov/irar/efrms to order it.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2015)
Cat. No. 205991

EXHIBIT K

JURY SERVICE ORDINANCE

Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
3. A purchase made through a state or federal contract; or
4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

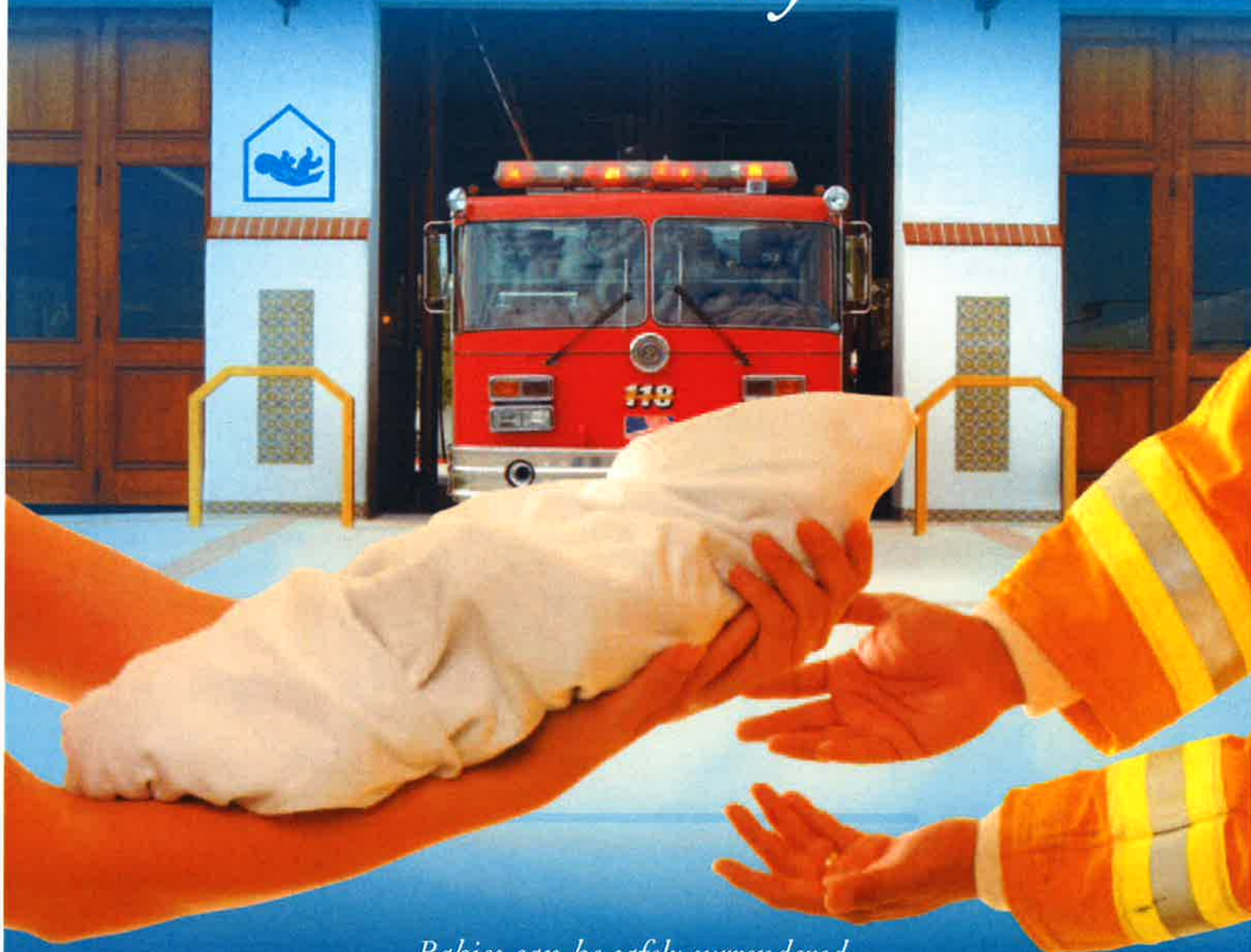
2.203.090 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT L

SAFELY SURRENDERED BABY LAW

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee of a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. To ease the parent's change of heart, the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and not knowing or not wanting to turn to help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother and asked her to bring the baby in the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would permit some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would save the questionnaire and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que también de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un lugar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dijo a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT M

LIVING WAGE ORDINANCE AND ANNUAL RATE ADJUSTMENTS

Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:

2.201.010 - Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as

an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or

- b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
- E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
- F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015; Ord. 2007-0011 § 2, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. ~~It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.~~

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
- 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;

16) --- Editor's note—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.
- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.
- (Ord. 2015-0061 § 2, 2015; Ord. 2007-0011 § 3, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. **Full Time Employees.** An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. **Neutrality in Labor Relations.** An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. **Administration.** The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. **Compliance Certification.** An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the

enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.

- E. **Contractor Standards.** An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015; Ord. 2011-0066 § 3, 2011; Ord. 99-0048 § 1 (part), 1999.)

2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
 - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 - 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 - 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015; Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999.)

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

Detailed Living Wage Program information is available at:

http://purchasingcontracts.co.la.ca.us/living_wage_program_p.pdf

EXHIBIT N

PAYROLL STATEMENT OF COMPLIANCE

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE**

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:

_____ on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)

that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)

ending the _____ day of _____, all persons employed on said work site
(Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____

(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

- ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

- ☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.

EXHIBIT O

EMPLOYEE NOTICE OF LIVING WAGE HANDOUT (ENG./SPAN.)



**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

NOTICE TO EMPLOYEES

This employer is a contractor with the County of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO) established by the Board of Supervisors (Los Angeles County Code Chapter 2.201). If you are a full-time or part-time employee and perform any service to the County under this contract, you must be paid a "Living Wage" for the hours you work on the County contract.

THESE ARE YOUR RIGHTS...

Living Wage

Your employer shall pay you a Living Wage for services provided to the County of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

Retaliation

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to Internal Services Department by calling the Living Wage Hotline.

Worker Retention

If the County of Los Angeles terminates its contract with your current employer before the contract's expiration date and enters into a new contract with another contractor for the same service, you may be eligible to continue working as an employee of the new contractor for a period not less than 90 days following the start of the new contract.

Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive an annual monetary amount established by the IRS if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 829-3676.

If you believe your rights have been violated, you should immediately contact the following:

PARKS AND RECREATION

Department Administering this Contract

(626) 821-4611

County Department Phone Number

OR

Internal Services Department
Countywide Contract Compliance Section
Living Wage Hotline
(888) 550-WAGE OR (888) 550-9243



CONDADO DE LOS ÁNGELES
ORDENANZA DEL SUELDO DIGNO

AVISO PARA LOS EMPLEADOS

Este empleador es un contratista del Condado de los Ángeles. Este contrato está sujeto a la Ordenanza del Sueldo Digno (Living Wage Ordinance - LWO) establecido por la Junta de Supervisores (Capítulo 2.201 del Código del Condado de Los Ángeles). Si usted es empleado de tiempo completo o de tiempo parcial y desempeña cualquier servicio al Condado bajo este contrato, a usted se le debe de pagar un "Sueldo Digno" por las horas que usted trabaje en el contrato del Condado.

ESTOS SON SUS DERECHOS. . .

Sueldo Digno (Living Wage)

Su empleador deberá pagarle a usted un Sueldo Digno por los servicios brindados al Condado por lo menos las tarifas por hora y a partir de las siguientes fechas de vigencia:

Fecha de Vigencia	Tarifa por hora
1° de Marzo de 2016	\$13.25
1° de Enero de 2017	\$14.25
1° de Enero de 2018	\$15.00
1° de Enero de 2019	\$15.79

Con vigencia a partir del 1° de enero de 2020, la tarifa del Sueldo Digno será ajustada de acuerdo al Índice de Precios al Consumidor (CPI) del Buró de Estadísticas del Trabajo, del Departamento de Trabajo de EE.UU., para el área del Condado de Los Ángeles-Riverside-Orange durante el periodo de 12 meses previo al 1° de julio de cada año.

Represalias

Usted no podrá ser transferido, degradado ni despedido debido a que usted dé a conocer las infracciones al Programa de Sueldo Digno (Living Wage Program). Los actos de represalia pueden ser denunciados al Departamento de Servicios Internos llamando al teléfono de servicio de Sueldo Digno.

Retención del Trabajador

Si el Condado de los Ángeles rescinde su contrato con el empleador que usted tiene actualmente antes de la fecha de vencimiento del contrato, e inicia un nuevo contrato con otro contratista para el mismo servicio, usted puede ser elegible para seguir trabajando como empleado para el nuevo contratista durante un periodo no menor a 90 días a partir del inicio del nuevo contrato.

Crédito Tributario Federal por Ingresos del Trabajo

Usted puede ser elegible para solicitar el Crédito Tributario Federal por Ingresos del Trabajo y recibir una cantidad de dinero anual establecida por el IRS en caso de que usted califique. Los formularios de solicitud están disponibles con su empleador o comunicándose con el Servicio de Impuestos Internos (IRS) llamando al (800) 829-3676.

Si usted cree que sus derechos han sido infringidos, debe comunicarse de inmediato a:

PARKS AND RECREATION

Departamento que administra este Contrato

(626) 821-4611

Número telefónico del Departamento del Condado

O

Departamento de Servicios Internos
Sección de Cumplimiento de Contratos en todo el Condado
Línea Telefónica del Servicio de Sueldo Digno (Living Wage Hotline)
(888) 550-WAGE O (888) 550-9243

EXHIBIT P

COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 1 of 4

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 2 of 4

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 4 of 4

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 - 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 - 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT Q

CERTIFICATION OF COMPLIANCE WITH GREEN INITIATIVES



**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION**

**CERTIFICATION OF COMPLIANCE
GREEN INITIATIVE**

I, David L. Melito, as the Operations Manager
Name (please print or type) Title

of Conejo Crest Landscape, Inc. providing services at
Name of company

Arboretum and Botanic Gardens
County facility (ies)

I, hereby certify that our Company shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Our Company shall purchase, store, and use environmentally and human friendly products that are compatible with products used by the County of Los Angeles.

David L. Melito
Signed

4/8/2016
Dated

EXHIBIT R

COUNTY'S SMOKING BAN ORDINANCE

ORDINANCE NO. 2009-0044

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 17.04.035 is hereby added to read as follows:

17.04.035 Contract-operated facilities.

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

SECTION 2. Section 17.04.185 is hereby added to read as follows:

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(B) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited.

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official; and

2. Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]

EXHIBIT S

SITE MAPS

MAPS

EXHIBIT P-1	AREAS EXCLUDED FROM ALL LANDSCAPE SERVICES
EXHIBIT P-2	ROSE GARDEN TURF AREA
EXHIBIT P-3	OTHER TURF AREAS
EXHIBIT P-4	AREAS NOT REQUIRING WEED REMOVAL
EXHIBIT P-5	PRUNING OF SHRUBS – FORMAL
EXHIBIT P-6, P-7	INFORMAL PRUNING AND GROUNDCOVER PRUNING
EXHIBIT P-8	AREAS TO BE EDGED MECAHNICALLY
EXHIBIT P-9	WATER AND IRRIGATION SYSTEM MANAGEMENT
EXHIBIT P-10	BALDWIN AVE. AND DEPOT LOT/RESEARCH MAINTENANCE
EXHIBIT P-11	SPECIAL MAINTENANCE REQUIREMENTS AREAS
EXHIBIT P-12	AREAS REQUIRING MECHANICAL WEEDING ONLY

P-1 Areas Excluded from all Landscape Services


Legend

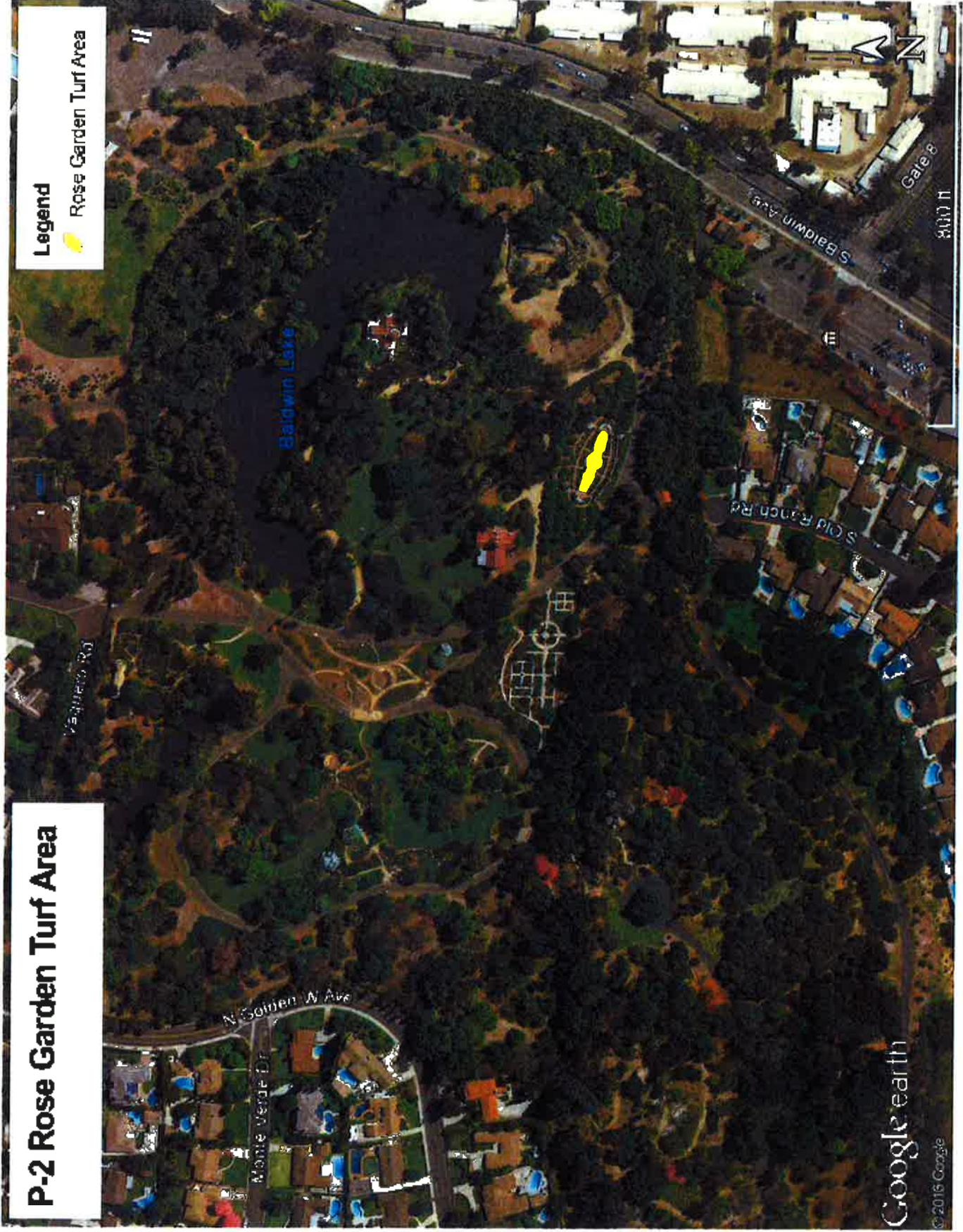
 P-1 Areas Excluded from all Landscape Services



P-2 Rose Garden Turf Area

Legend

 Rose Garden Turf Area



P-3 Other Turf Areas

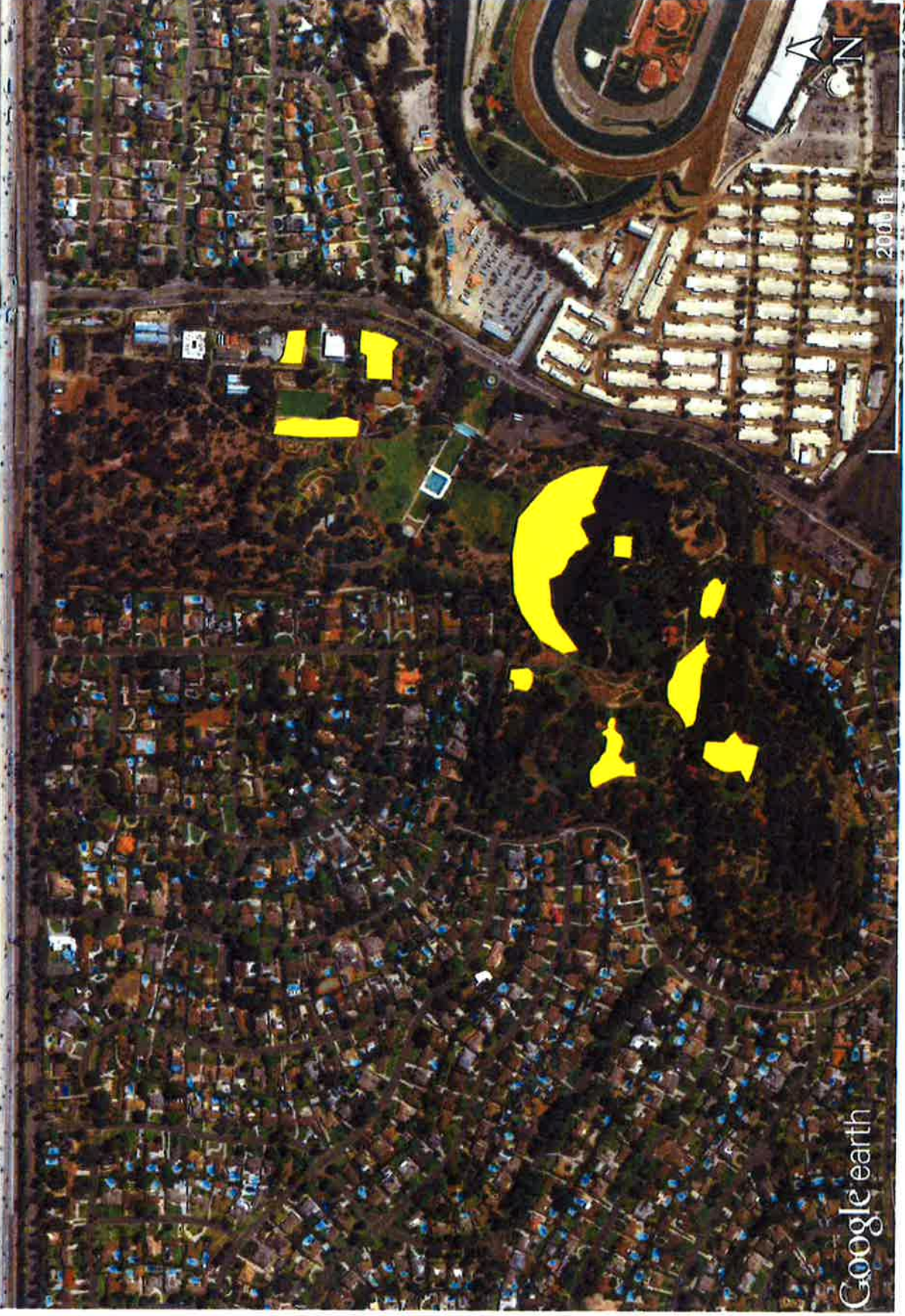
Legend
Feature 1



P-4 Areas Not Requiring Weed Removal

Legend

-  Areas Not Requiring Weed Removal



P-5 Pruning of Shrubs Formal

Legend
Formal Pruning



Google earth

© 2016 Google

P-6, P-7 Informal Pruning and Groundcover Pruning

Legend

Informal Pruning

Informal Pruning



P-8 Areas to be Edged Mechanically


Legend

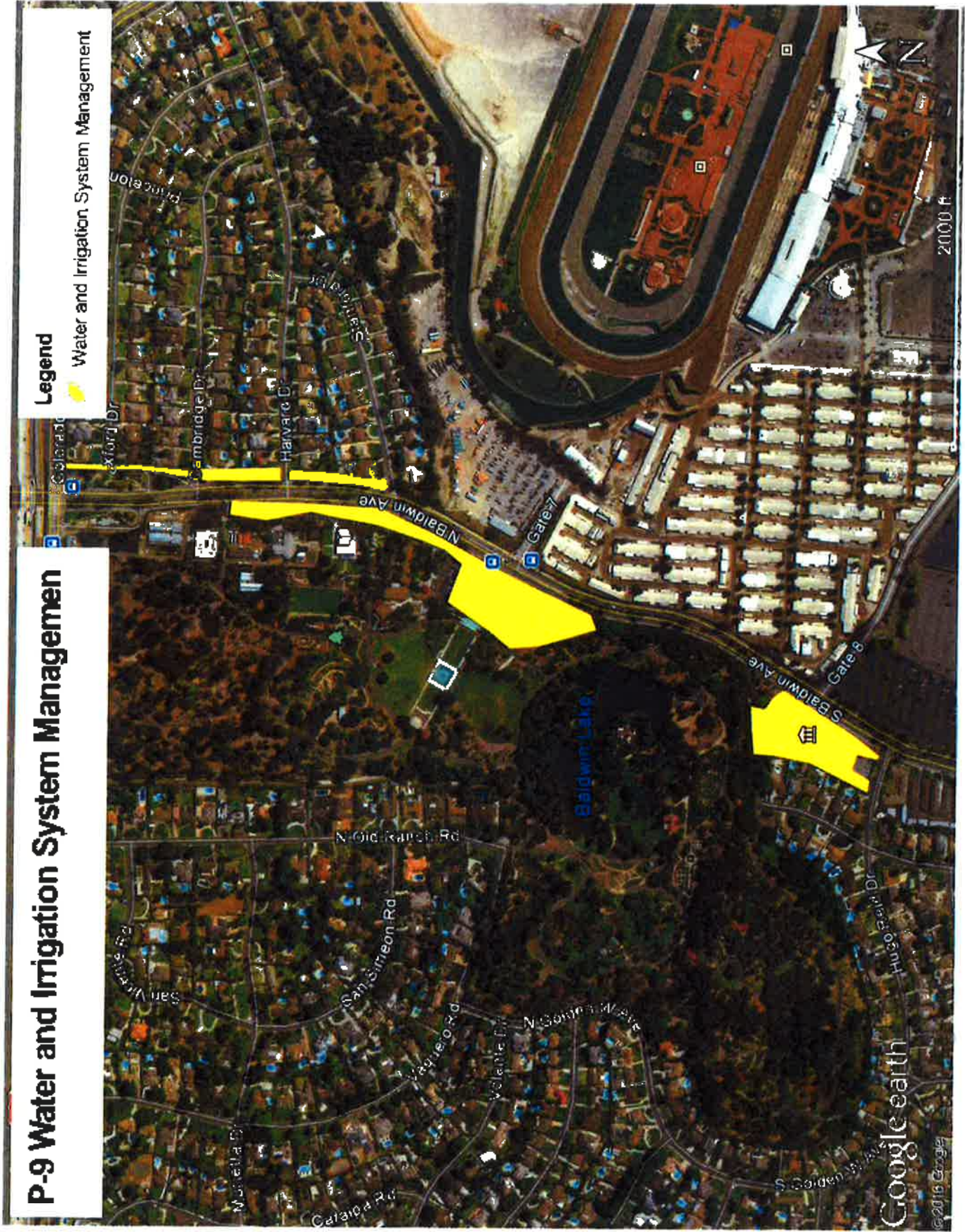
 Areas to be Edged Mechanically



P-9 Water and Irrigation System Management

Legend

 Water and Irrigation System Management



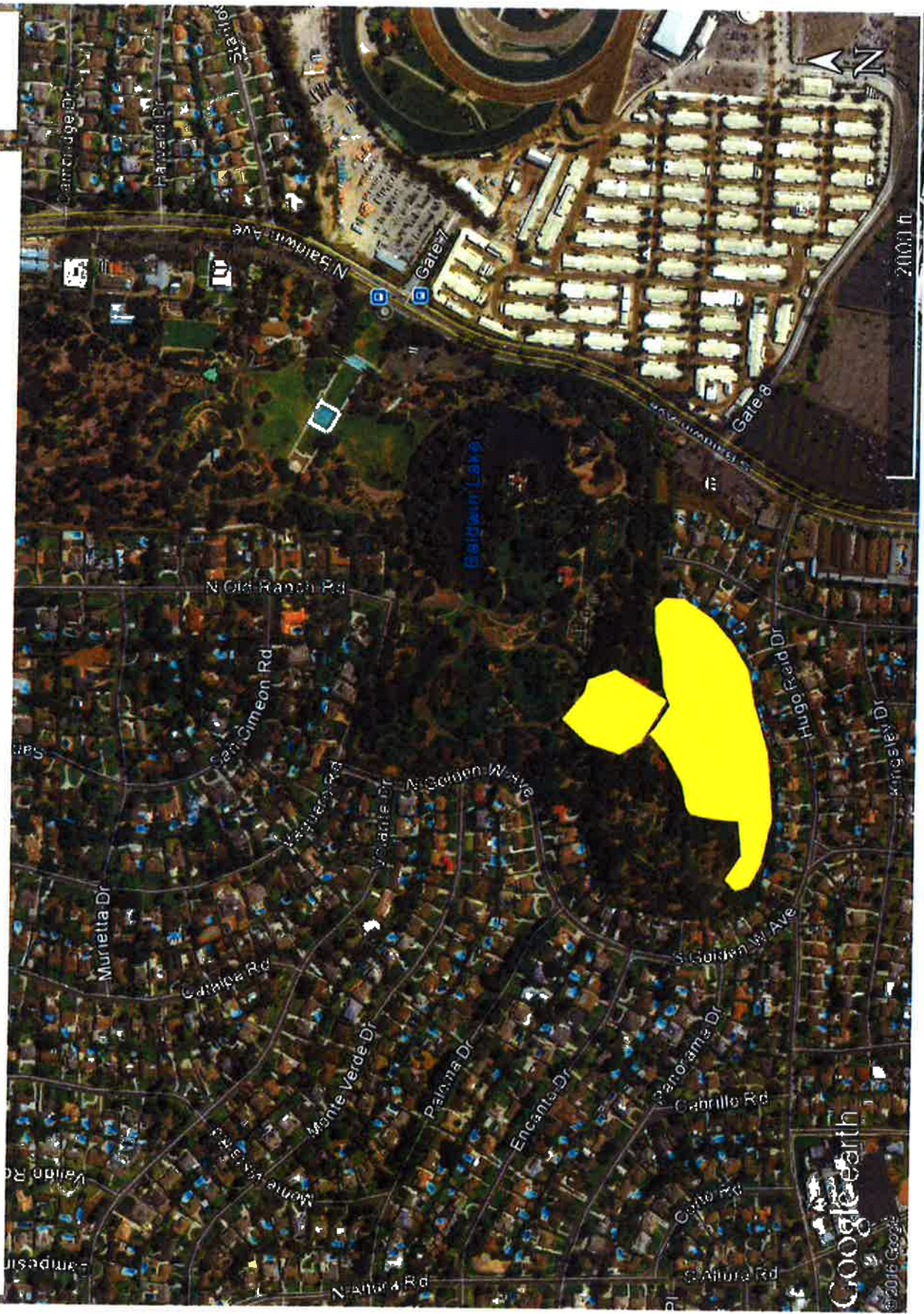
P-10 Baldwin Ave. and Depot Lot/Research Field Maintenance

Legend
Baldwin Ave.




P-11 Areas Having Special Maintenance Requirements Per Specifications

Legend
Area



P-12 Areas Requiring Mechanical Weeding Only

Legend

 Mechanical Weeding Only

